



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
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First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 30, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF THE COUNTY OF LOS ANGELES AND SUPERIOR
COURT OF CALIFORNIA, COUNTY OF LOS ANGELES REVENUE ENHANCEMENT
SERVICES CONTRACT (ALL DISTRICTS - 4 VOTES)**

**IT IS JOINTLY RECOMMENDED WITH THE EXECUTIVE OFFICER/CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, THAT YOUR
BOARD:**

1. Approve and instruct the Mayor to sign the attached agreement (Exhibit 1) with GC Services Limited Partnership, to provide revenue enhancement services to the County of Los Angeles and the Superior Court of California, County of Los Angeles (hereinafter Court) effective July 1, 2006, for a term of three years with up to two one-year extensions for a maximum contract term of five years.
2. Delegate authority to the Chief Administrative Officer to exercise up to two one-year extensions and/or amend non-financial terms and conditions of the agreement as warranted.
3. Delegate authority to the Chief Administrative Officer to contract with the Franchise Tax Board, Court Ordered Debt, for secondary collection.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Under the Lockyer-Isenberg Trial Court Funding Act of 1997, the County of Los Angeles and Court maintain responsibility for collection enhancement efforts. State law requires each superior court and county to develop a comprehensive court/county collection program to improve enforcement of court collections. On December 20, 2005, your Board approved a Memorandum of Understanding (MOU), between the County and the Court for a comprehensive court collection program, as required by Senate Bill 940 (SB 940) (Chapter 275, Statutes of 2003).

The current contract with GC Services, a private agency, for provision of delinquent account collection services will expire on June 30, 2006. The proposed contract with GC Services Limited Partnership will ensure continuation of the collection needs of the Court and County as required by SB 940.

Approval to contract with the Franchise Tax Board, Court Ordered Debt, for secondary collection efforts will have no impact on the collection services provided by the recommended Contractor, which remains responsible for primary court collection services. Only upon approval of the Chief Administrative Officer and direction from the Court, shall contractor transmit selected collection inventory to the Franchise Tax Board, Court Order Debt, for secondary collection efforts.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This recommended action supports the County's Strategic Plan Goal of Fiscal Responsibility. Revenue generated from this program will be used to partially offset the County's Maintenance of Effort obligation to the State for Trial Court operations.

FISCAL IMPACT/FINANCING

The proposed contract will result in revenue for the County and the Court. The cost of contracting for collection services will be offset by the recovery of revenues that otherwise would be unrecoverable. The recommended firm will be compensated with a collection fee of 11.3 percent of actual gross collections. There is no impact on net County cost as the cost of revenue enhancement services are covered by the collection of fees referred by the Court.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Government Code Section §26220 and Penal Code Section §1205 authorize the assignment of delinquent accounts to a private vendor for the purpose of collection. However, before a debt owed to the County may be referred, the agreement with the private vendor must be ratified by a fourth-fifths vote of the County Board of Supervisors.

The recommended agreement with GC Services is for a term of three years with two one-year extensions for a maximum of five years. GC Services shall be responsible for all costs incurred while performing the contracted collection services. The County and Court will only pay commission on the actual amounts collected and not on any other costs associated with the collection effort.

The terms and conditions of the recommended agreement with GC Services has been reviewed and approved as to form by County Counsel. The recommended agreement contains the County's required provisions, including the requirement for the recommended firm to notify and assist employees with the Federal Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, and Contractor notification to County when the agreement is within six months from expiration of the contract term.

There are no provisions for Cost of Living Adjustment (COLA) in the attached agreement. This is not a Proposition A agreement. As such, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreement.

CONTRACTING PROCESS

The Chief Administrative Office issued a Request for Proposals (RFP) on January 20, 2006, and posted a notice of the RFP on the Los Angeles County Website. Notice of the solicitation was also sent by electronic mail to 115 prospective proposers (Attachment I). A mandatory proposer's conference was held at the Kenneth Hahn Hall of Administration on Tuesday, February 7, 2006. Eighteen firms attended the conference. Seven firms responded with proposals by the submission due date of Tuesday, February 28, 2006. Proposals were reviewed for compliance with the pre-selection criteria as stated in the RFP. One proposal received was determined to be not in compliance with the pre-selection criteria, and therefore, did not qualify for further evaluation.

An Evaluation Committee comprised of staff from the Superior Court, Treasurer and Tax Collector, and the Chief Administrative Office, evaluated the six qualifying responses and determined a score for each proposal based on the following criteria: 1) Experience and Capability; 2) Plan for Providing Required Services; 3) Internal Controls; and 4) Commission Rate. In addition, the Auditor-Controller conducted an independent review of GC Services' audited financial statements for the prior three fiscal years and determined that the firm is able to financially sustain a contract with the County.

The proposal submitted by GC Services received the highest overall score and provided the second lowest commission rate among all of the proposals reviewed. GC Services' proposal provided a detailed description of the firm's qualifications, proposed approach to providing requested services, and thorough quality and internal control plans. A site visit of the GC Services operation in Los Angeles County was conducted on April 21, 2006. Debriefings were offered to all of the non-selected proposers; all five firms requested and were granted debriefings. There were no protests resulting from this solicitation. Community Business Enterprise Program information for the recommended firm is shown in Attachment II. However, final selection of the contractor was made without regard to gender, race, creed, color, or national origin.

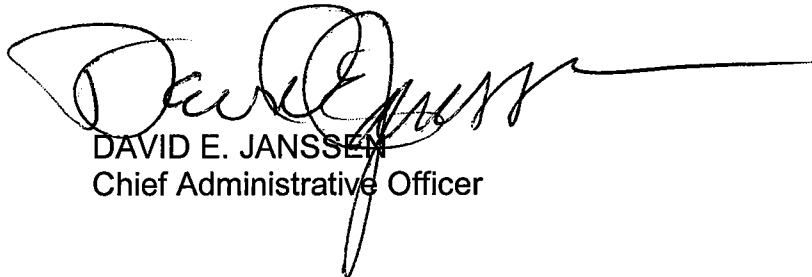
IMPACT ON CURRENT SERVICES

Approval of the contract will allow the County and Court to continue to recoup otherwise unrecoverable revenues and will ensure a continued revenue stream to partially finance the County's Maintenance of Effort obligation to the State for Trial Court operations.

CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of the Contract and one (1) adopted Board letter to the Chief Administrative Office.

Respectfully submitted,



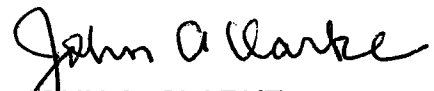
DAVID E. JANSSEN
Chief Administrative Officer

DEJ:DL
DD:ML:yf

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor Controller

Revenue.enhance.contract.bl



JOHN A. CLARKE
Executive Officer/Clerk
Superior Court of California,
County of Los Angeles

ATTACHMENT I

**LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
VENDOR MAILING LIST**

Company Name	Street	City	State	Zip
1 1st Nationwide Resource Group	P.O. Box 1474	Thousand Oaks	CA	91358
2 Abacus Recovery Group	6400 Canoga Ave., Ste 151	Woodland Hills	CA	91367
3 Absolute Resolutions Corp.	2667 Camino Del Rio South, Suite 200	San Diego	CA	92108
4 Access Capital	200 East Center Street	Visalia	CA	93291
5 Account Management Associates, Inc.	41 East Foothill Blvd. Suite 200A	Arcadia	CA	91006
6 ACS, Inc.	101 N. 1st Avenue, Suite 1750	Phoenix	AZ	85003
7 Advanced Collection Solutions, LLC	1445 E. Los Angeles Avenue #301A	Simi Valley	CA	93065
8 Allen's Approval One	360 North Midway Drive, Suite 300	Escondido	CA	92027
9 Alliance One	6565 Kimball Drive, Suite 200	Gig Harbor	WA	98335
10 Allied Interstate	435 Ford Road	Minneapolis	MN	55426
11 Attorney Collection Services	P.O. Box 2415	Palos Verdes	CA	90274
12 Abednego Corporation	23233 Saticoy St., Suite 111	West Hills	CA	94531
13 Accurint	6601 Park of Commerce Blvd	Boca Raton	FL	78247
14 American Agencies	2158 W. 190th St	Torrance	CA	94610
15 Americhoice	8840 Complex Drive., Suite 300	San Diego	CA	93140
16 Bank of the West	(e-mail only)			
17 Busy Bee Cleaning	1 S. Locust St., #134-A	Inglewood	CA	91820
18 Bureau of Medical Economics	700 Empey Way	San Jose	CA	95128
19 Caine & Weiner	15025 Oxnard Street	Van Nuys	CA	91411
20 California Business Bureau, Inc.	1711 S. Mountain Ave.	Monrovia	CA	91016
21 California Recovery Bureau, Inc.	135 Vallecitos De Oro, Suite D	San Marcos	CA	92069
22 California Recovery Systems, Inc.	5777 Madison Avenue, Suite 960	Sacramento	CA	95841
23 California Service Bureau	1602 Grant Avenue	Novato	CA	94945
24 Cash Flow Systems, Inc.	1400 W. 240th Street	Harbor City	CA	90710
25 CBSJ Financial Corp.	299 Stockton Ave	San Jose	CA	95126
26 Cedar Financial	24007 Ventura Blvd	Sherman Oaks	CA	91423
27 CMI Credit Mediators	414 Sansom Street, P.O. Box 456	Upper Darby	PA	19082
28 Collection Bureau of America	25954 Eden Landing Rd. First Floor	Hayward	CA	94545
29 Conrad Credit Corporation	PO Box 770	Escondido	CA	92025
30 Credit Management Systems	1007 West Avenue M-14, Suite D	Palmdale	CA	93551
31 Creditors Adjustment Bureau	14226 Ventura Blvd.	Sherman Oaks	CA	91423
32 Creditors Specialty Service	P.O. Box 764	Acton	CA	93510
33 California Compensation Recovery Services	1787 Mesa Verde Avenue, Suite 150	Ventura	CA	93003
34 CDR Financial Services, LLC	110 Pine Avenue, Suite 710	Long Beach	CA	94424
35 Clearwater Credit Services, Inc.	1000 Lincoln Rd., Suite H, PMB-140	Yuba	CA	91659
36 Columbia Ultimate	4400 NE. 77th Avenue, Suite 100	Vancouver	WA	26706
37 Counsel Collect	638 Lindero Canyon Rd., #433	Oak Park	CA	95457
38 Cross America	1891 N Gaffey #234	San Pedro	CA	90731
39 DRC Services Group	5716 Corsa Ave, Suite 100	Westlake Village	CA	91362
40 Deloitte Consulting LLP	2868 Prospect Park Dr., Suite 400	Rancho Cordova	CA	96065
41 Diversified Adjustment Service, Inc	600 Coon Rapids Boulevard	Minneapolis	MN	35453
42 Dyntek	18881 Von Karman Avenue, Suite 250	Irvine	CA	92157
43 Equifax Information Services	2601 Saturn St., Suite 301	Brea	CA	91672
44 Equity Collection Service	31192 La Brea Drive, Suite B	Westlake Village	CA	91362
45 Financial Credit Network	1300 West Main St	Visalia	CA	93291
46 Financial Recovery Consultants	8501 Wilshire Blvd., Suite 320	Beverly Hills	CA	90211

ATTACHMENT I

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES VENDOR MAILING LIST

Company Name	Street	City	State	Zip
47 F.M.S. Inc.	251 E. Imperial Highway, Suite 421	Fullerton	CA	92835
48 FEDChex Recovery	17252 Armstrong Ave., Suite A	Irvine	CA	92614
49 Fidelity Creditor Service, Inc.	216 S. Louise St.	Glendale	CA	91205
50 Fidelity National Credit Services, Ltd.	2421 North Glassell Street	Orange	CA	92865
51 Financial Network Recovery Inc.	250 East Easy Street, Suite 1	Simi Valley	CA	93065
52 Financial Recovery Consultants	8501 Wilshire Blvd., Suite 320	Beverly Hills	CA	90211
53 Fresno Credit Bureau	P.O. Box 942	Fresno	CA	93714
54 GC Services	24411 Ridge Route, Suite 120	Laguna Hills	CA	92653
55 Gess & Associates	6737 Variel Avenue	Canoga Park	CA	91303
56 Grant & Weber	26575 W. Agoura Rd.	Calabasas	CA	91302
57 Harris & Harris LTD	600 W. Jackson Blvd.	Chicago	IL	60661
58 Hayes & Associates	1800 Argyle Suite 480	Hollywood	CA	90028
59 Hospital Employee Labor Pool	PO Box 1147	Cypress	CA	98147
60 J.J. Mac Intyre Co., Inc.	1801 California Ave.	Corona	CA	92881
61 Joshua P. Friedman & Associates, Inc.	9903 Santa Monica Blvd, Suite 1108	Beverly Hills	CA	90212
62 L. A. Walker Company	PO Box 1148	Roseville	CA	95678
63 Ladera Career Paths, Inc	6820 La Tijera Blvd.	Los Angeles	CA	90045
64 Legal Recovery Services Inc	5150 Sunrise Blvd., Suite B	Fair Oaks	CA	94939
65 Linebarger Goggan & Sampson, LLP	515 S. Flower St., Suite 3500	Los Angeles	CA	90071
66 Mallory Management Services	2707 E. Fremont Street	Stockton	CA	95205
67 Maximus Inc	1356 Beverly Blvd.,	McLean	VA	13650
68 Medac	24404 S Vermont Ave. Suite 203	Los Angeles	CA	90710
69 Metropolitan Adjustment Bureau	22212 Ventura Blvd., #200	Woodland Hills	CA	91364
70 Mnet Financial, Inc.	65 Enterprise	Aliso Viejo	CA	92656
71 Mckesson Information Solutions	5995 Windward Parkway	Alpharetta	GA	54184
72 Medical Account Services Inc	2200Wantagh Ave	Wantagh	NY	33926
73 Mentor 4, Inc	1225 W. 190th St., Suite 100	Gardena	CA	98433
74 Moon Rebecca CMOON International	PO Box 2414	Perris	CA	92414
75 Monterey Financial Services, Inc.	4095 Avenida de la Plata	Oceanside	CA	92056
76 MRS Associates, Inc	#3 Executive Campus, Suite 400	Cherry Hill	NJ	08002
77 Municipal Services Bureau	6505 Airport Blvd, Suite 100	Austin	TX	78752
78 National Credit Acceptances, Inc	9738 Lincoln Village Dr #130	Sacramento	CA	95827
79 NCO Financial Systems, Inc	507 Prudential Rd	Horsham	PA	42308
80 NCO Group	4360 NE Express Way	Atlanta	GA	30340
81 Netresell Incorporated	3875 Wilshire Blvd., Suite 709	Los Angeles	CA	93213
82 OSI Collection Services, Inc.	2920 Prospect Park Drive, Suite 200	Rancho Cordova	CA	95670
83 P&T Financial Services, Inc	8594 Tambor Way	Elk Grove	CA	95758
84 PAL Agency	5150 E Pacific Coast Hwy, Suite 770	Long Beach	CA	90804
85 PRA Receivables Management	120 Corporate Blvd	Norfolk	VA	23502
86 Professional Recovery Systems	20 Great Oaks Blvd., Suite 240	San Jose	CA	95119
87 Priority Collections, Inc.	21818 Craggy View Street, #201	Chatsworth	CA	91311
88 Professional Recovery Services	721 Nevada St. Suite # 403	Redlands	CA	92374
89 Progressive Management Systems	1521 W. Cameron Ave.	West Covina	CA	91790
90 Rash Curtis & Associates	190 South Orchard Ave, Suite C-250	Vacaville	CA	95688
91 Reliant Recovery Services, Inc.	645 West Huntington Drive	Monrovia	CA	91016
92 Revenue Assurance Partners	414 N. Causeway Blvd.	Mandeville	LA	70448
93 Revcare, Inc.	PO Box 1147	Cypress	CA	98147

ATTACHMENT I**LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES
VENDOR MAILING LIST**

Company Name	Street	City	State	Zip
94 Robinson & Associates	1612 Beverly Blvd.	Los Angeles	CA	90026
95 San Diego Credit Association	(e-mail only)			
96 Scott & Cooper Staffing Solutions	6221 Wilshire Blvd, Suite 407	Los Angeles	CA	93213
97 Sequoia Financial Services	500 N. Brand Blvd., Suite 1200	Glendale	CA	93395
98 Sonok Systems LLC	6151 W. Century Blvd., Suite 909	Los Angeles	CA	95320
99 Southern Cal Medlegal Consultants, Inc	1500 Pacific Coast Hwy.m Suite D	Seal Beach	CA	96249
100 States Recovery Systems, Inc.	2951 Sunrise Blvd. Ste 100	Rancho Cordova	CA	95742
101 STI Knowledge, Inc	4 Councourse Pkwy., NE, 4th Floor	Atlanta	GA	85397
102 Superior Consultant Company, Inc	17570 W. 12 Mile Road	Southfield MI	MI	61905
103 TECHRP	750 Old Hickory Blvd, Suite 110	Brentwood	TN	74509
104 The CBE Group, Inc.	131 Tower Park Dr., Suite 100	Waterloo	IA	50701
105 The Diaz Group	PO Box 3871	Montebello	CA	91711
106 The E&A Group	1027 North Coast Hwy., Ste. G	Laguna Beach	CA	92651
107 The Sagres Company	10350 Science Center Drive, Suite 100	San Diego	CA	92121
108 Total Profit Control, Inc	3166 E. Palmdale Blvd, Suite 211	Palmdale	CA	95040
109 Universal Fidelity LP	1445 Langham Creek Drive	Houston	TX	77084
110 Universal Recovery Corporation	2880 Sunrise Blvd. Suite 138	Rancho Cordova	CA	95742
111 Union Adjustment	3214 W. Burbank Blvd	Burbank	CA	91505
112 USCB, Inc.	125 S. Vermont Ave.	Los Angeles	CA	90004
113 Van Dinter & Associates	28069 Diaz RD, Suite E	Temecula	CA	92590
114 World Trotter Collection Agency, Inc.	3944 30th Street	San Diego	CA	92104
115 Zee Law Group	323 West Valley Blvd. Suite 200	Alhambra	CA	91803

ATTACHMENT II

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☒ Other (Please Specify) limited partnership

Total Number of Employees (including owners): 9174

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			42	44	825	1679
Hispanic/Latino			58	69	784	1802
Asian or Pacific Islander			6	4	41	61
American Indian			1		7	19
Filipino						
White			219	166	1191	2156

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

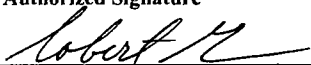
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	Not Applicable for GC Services' ownership structure. %		%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
Not Applicable					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Robert Gross		Senior Vice President	2-24-06



CONTRACT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

FOR THE

SUPERIOR COURT OF LOS ANGELES COUNTY

AND

GC SERVICES LIMITED PARTNERSHIP

JULY 1, 2006

LOS ANGELES SUPERIOR COURT REVENUE ENHANCEMENT SERVICES CONTRACT

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CONTRACT BETWEEN

THE COUNTY OF LOS ANGELES
FOR THE
LOS ANGELES SUPERIOR COURT
AND
GC SERVICES LIMITED PARTNERSHIP
FOR
REVENUE ENHANCEMENT SERVICES

This Contract and Exhibits made and entered into this ____ day of _____, 2006 by and between the **COUNTY OF LOS ANGELES**, (hereinafter referred to as "COUNTY") for the **LOS ANGELES SUPERIOR COURT** (hereinafter referred to as "LASC") and **GC SERVICES LIMITED PARTNERSHIP** (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, this Contract is therefore authorized under California Government Code Section 26220 which allows the COUNTY, by a four-fifths vote of its Board of Supervisors to enter into a contract with a collection agency for the collection of unpaid court-ordered fines and fees; and

WHEREAS, the contractor is a private firm specializing in providing Revenue Enhancement Services; and

WHEREAS, CONTRACTOR has submitted a proposal to the COUNTY for provision of Revenue Enhancement Services and based upon the request of

proposal process, Contractor has been selected for recommendation for award for such Contract; and

WHEREAS, the Board of Supervisors has authorized the Los Angeles County Superior Court to administer this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Commission Rate
- 1.3 EXHIBIT C - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted

- 1.12 EXHIBIT L: Intentionally Omitted
- 1.13 EXHIBIT M - Forms Required at Completion of Contract Involving Intellectual Property Developed/Designed by Contractor
- 1.14 EXHIBIT N- Contractors Obligation under HIPPA
- 1.15 EXHIBIT O- Intentionally Omitted

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** As used herein, the term "Contract" shall mean the agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A - Statement of Work.
- 2.2 Contractor:** As used herein, the term "CONTRACTOR" shall mean the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor's Contract Manager:** As used herein, the term "Contractor's Contract Manager" shall have the meaning set forth in Subparagraph 7.1 (Contractor's Contract Manager).

- 2.4 County's Project Director:** As used herein, the term "County's Project Director (CPD)" shall have the meaning set forth in Subparagraph 6.1 (County's Project Director).
- 2.5 County's Project Manager:** As used herein, the term "County's Project Manager (CPM)" shall have the meaning set forth in Subparagraph 6.2 (County's Project Manager).
- 2.6 County Contract Monitor:** As used herein, the term "County's Contract Monitor" shall have the meaning set forth in Subparagraph 6.3 (County's Contract Monitor).
- 2.7 Day(s):** As used herein, the term "day(s)", whether singular or plural, shall mean calendar day(s), unless otherwise specified.
- 2.8 Fiscal Year:** As used herein, the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2** If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The COUNTY shall have the sole option to extend this Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option shall be exercised jointly by the Executive Officer/Clerk of LASC and the Chief Administrative Officer of the County of Los Angeles, or designees, on an annual basis.
- 4.3 The CONTRACTOR shall notify the COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the County Project Manager at the address herein provided in *Exhibit E - County's Administration*.

5.0 COMMISSION RATE AND INVOICING

5.1 Commission Rate

In accordance with the terms of this Contract, COUNTY and LASC will refer various accounts, as defined in *Exhibit A, Statement of Work*, to CONTRACTOR for which CONTRACTOR shall retain an eleven and three tenths percent (**11.3%**) commission on Gross Collections. The Contractor's commission rate shall remain firm and fixed for the term of the contract.

5.2 Invoices and Payments

5.2.1 CONTRACTOR shall invoice LASC only for collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to CONTRACTOR and subsequent deposit of the financial instruments into COUNTY Bank Account. CONTRACTOR shall not be compensated for activities on accounts for which debtor payments are not obtained. In the event a debtor appears in court and

consequently pays the debt, LASC will compensate CONTRACTOR an amount that is prorated in proportion to the revenue collected, e.g., if a debtor's balance is reduced from \$550.00 to \$350.00 at a court appearance, and payment is made, the collection fee will be based on the new court ordered amount.

- 5.2.2 The amount of the CONTRACTOR'S invoices shall be calculated in accordance with the following formula: Commission Rate (%) x total collections deposited in to COUNTY Bank Account during the period of the invoice.
- 5.2.3 CONTRACTOR shall be compensated only for services that result in the collection of revenue. LASC will not compensate CONTRACTOR for expended services in the event debtor payment is not obtained.
- 5.2.4 CONTRACTOR shall submit to LASC an invoice each month by the 5th business day of the month for the prior month's deposits to the COUNTY Bank Account. Invoice shall be presented to LASC under the conditions and with the information set forth in Section 6.13.1., of Exhibit A. An invoice without the required information will not be approved for payment.
- 5.2.5 All invoices submitted by the CONTRACTOR for payment must have the written approval of the CPM prior to any payment thereof. In no event shall COUNTY/LASC be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than three (3) weeks from receipt of properly prepared invoices by the CPM.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 County's Project Director

The LASC will administer this contract on behalf of the COUNTY. The County's Project Director (hereinafter referred to as "CPD") is an employee of the Los Angeles County Superior Court and shall be responsible for:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to the CONTRACTOR in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The County's Project Manager (hereinafter referred to as "CPM") will administer this contract on a day-to-day basis. The CPM is an employee of the Los Angeles Superior Court and shall be the initial and primary contact between the COUNTY/LASC and the CONTRACTOR for all matters relating to the Contract.

The CPM shall be responsible for:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The CONTRACTOR shall notify the COUNTY/LASC in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

COUNTY/LASC has the absolute right to approve or disapprove all of the CONTRACTOR's staff performing work hereunder and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR's Project Manager.

7.3 Contractor's Staff Identification

- 7.3.1 The Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. The contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.3.2 The Contractor shall notify the County within one business day when staff is terminated from working under this Contract. The Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.
- 7.3.3 If County requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

- 7.4.1 All CONTRACTOR'S personnel providing services in conjunction with this Agreement will be required to undergo and pass to the satisfaction of the COUNTY/LASC a background and security investigation as a condition of beginning and continuing work under the Agreement. CONTRACTOR must submit to the CPM documentation of a satisfactory background investigation within three (3) business days of the employee's start of work. The COUNTY/LASC may request that such investigations be conducted periodically during the term of the Agreement.

- The investigation shall be conducted at the CONTRACTOR'S expense and shall consist of a background investigation and finger print check through Live Scan. The CPM shall be given a copy of this report(s) prior to employee's start of work.
- A COUNTY or LASC staff may immediately deny or terminate facility access to any CONTRACTOR'S staff that does not pass such investigations to the satisfaction of the County organization or Court.
- CONTRACTOR shall note that disqualification of any CONTRACTOR staff due to a background and/or security investigation will not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of the Contract.

7.4.2 The LASC/COUNTY may request that CONTRACTOR'S employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. The LASC/COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S employee(s) any information obtained through the required background clearance.

7.4.3 The COUNTY/LASC may immediately deny or terminate facility access to CONTRACTOR's employees who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with County facility access, at the sole discretion of the COUNTY/LASC.

7.4.4 Personnel assigned by CONTRACTOR to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License,

California Identification Card, Matricular Consular or Company Identification.

- 7.4.5 The CONTRACTOR shall provide background investigation check updates for all employees in accordance with this Subparagraph 7.4 and when changes occur in staffing or as requested by the COUNTY/LASC. CONTRACTOR shall comply with Paragraph 7.0, Administration of Contract – Contractor, of this Contract.

7.5 Confidentiality

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY/LASC under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment Confidentiality, and Copyright Agreement", Exhibit G1.

The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which

may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.2 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1 The COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by the Executive Officer/Clerk of LASC and the Chief Administrative Officer of the County of Los Angeles.
- 8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and the Board of Supervisors.
- 8.4.3 The County's Board of Supervisors may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Executive Officer/Clerk of LASC and the Chief Administrative Officer of the County of Los Angeles.
- 8.4.4 The Executive Officer/Clerk of LASC and the Chief Administrative Officer of the County of Los Angeles, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Executive Officer/Clerk of LASC and the Chief

Administrative Officer of the County of Los Angeles.

- 8.4.5 For any change which affects the Term of Contract included in this Contract, a negotiated amendment shall be prepared therefore, executed by CONTRACTOR, and thereafter by County's Board of Supervisors.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within three (3) business days after Contract effective date the CONTRACTOR shall provide the LASC with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 8.5.1 LASC will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.2 If LASC requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- 8.5.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the LASC for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within three (3) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written

responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California

resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the

CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the

CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates.

The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR. CONTRACTOR shall contact the nearest GAIN/GROW office to obtain referrals. A list of GAIN/GROW offices may be obtained via the internet at: <http://www.ladpss.org/dpss/gainservices/default.cfm>

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and

terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible Contractor

The County may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the

Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was

imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the

term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has

become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 8.21.4 The CONTRACTOR shall adhere to the provisions stated in Sub-paragraph 7.5 – Confidentiality.

8.22 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Los Angeles County Chief Administrative Office
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn.: David Dijkstra, Assistant Division Chief

fifteen (15) days prior to commencing services under this Contract.
Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;

- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.23.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract

upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or

insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors:

The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- The CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 Workers' Compensation and Employers' Liability

insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Contract.

8.24.5 Crime Coverage insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and endorsed naming the County as loss payee as its interests may appear.

Employee Dishonesty:	\$5 million
Forgery or Alteration:	\$1 million
Theft, Disappearance & Destruction:	\$5 million
Computer Fraud:	\$1 million
Burglary and Robbery:	\$1 million

8.24.6 Performance Bond Contractor shall furnish to COUNTY, per Government Code Section 26221, a Faithful Performance Bond in the sum of not less than ten thousand dollars (\$10,000) payable to the County of Los Angeles and executed by a corporate surety licensed to do business in California. Such bond shall be conditioned upon faithful performance by CONTRACTOR of the terms and conditions of this Contract and shall be renewed by CONTRACTOR to provide for continuing liability in the above amount not withstanding any payment or recovery thereon.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the COUNTY the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the COUNTY or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the County, will be forwarded to the CONTRACTOR by the COUNTY or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the COUNTY determines that there are deficiencies in the performance of this Contract that the COUNTY and LASC deems are correctable by the CONTRACTOR over a certain time span, the COUNTY and LASC will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the COUNTY may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Thousand Dollars (\$1,000) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the CONTRACTOR shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment

to the CONTRACTOR from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the County cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The CONTRACTOR shall allow County representatives access to the CONTRACTOR'S employment records during

regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the CONTRACTOR regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Executive Officer/Clerk of LASC and/or the Los Angeles County Chief Administrative Officer, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and

how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The COUNTY OR LASC shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the County's right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals

(RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and

- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The CONTRACTOR may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be

maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the CONTRACTOR shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the County by cash payment upon demand or b) at the sole option of the

County's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.37.4 Financial Statements: Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, CONTRACTOR shall submit to COUNTY a complete set of audited financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). In addition, CONTRACTOR shall submit a statement regarding any pending litigation since CONTRACTOR last reported same to County. COUNTY reserves the right to request audited financial statements on a more frequent basis and will so notify CONTRACTOR in writing.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY/LASC. Any attempt by the CONTRACTOR to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
- 8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the County's approval of the CONTRACTOR's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this County right.
- 8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.

- 8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

County of Los Angeles
Chief Administrative Office
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn: David Dijkstra, Assistant Division Chief
Fax no.: (213) 217-5112

before any Subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall

be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- CONTRACTOR has materially breached this Contract;
or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of

Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and

which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the County by cash payment upon demand or, at the sole discretion of the COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

- 8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration,

in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.43.2 The CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of

the last fiscal year for which funds were appropriated. The County shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 USE OF COUNTY SEAL AND LOS ANGELES SUPERIOR COURT LOGO

CONTRACTOR shall not use or display the official seal of the County or the Los Angeles Superior Court logo on any of its letterhead or other communications with any business, or for any other reason.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 [INTENTIONALLY OMITTED]

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit N* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit N, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.3.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the CONTRACTOR has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change

of their status and the CONTRACTOR failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the County's Project Manager as proprietary or confidential, and shall be plainly and

prominently marked by the CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.4.4 The County will use reasonable means to ensure that the CONTRACTOR's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.

9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the CONTRACTOR in any way under Sub-paragraph 9.4.4 for any of the CONTRACTOR's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court. All the rights and obligations of this Sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.5.1 The CONTRACTOR shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. County shall inform the CONTRACTOR as soon as practicable of any claim or

action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

9.6 [INTENTIONALLY OMITTED]

IN WITNESS WHEREOF, Contractor and Executive Officer/Clerk of the Court have executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written. The persons signing on behalf of the Contractor warrant under penalty of perjury that he or she is authorized to fully bind the Contractor to the terms and conditions stated therein.

GC SERVICES LIMITED
PARTNERSHIP

By_____

Printed
Name:_____

Title:_____

ATTEST:

COUNTY OF LOS ANGELES

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By_____

By_____
Mayor, Board of Supervisors

APPROVED AS TO FORM:

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

Raymond G. Fortner, Jr.
County Counsel

By_____
Gordon Trask
Principal Deputy County Counsel

By_____
John A. Clarke
Executive Officer/Clerk

**STATEMENT OF WORK
FOR
LOS ANGELES SUPERIOR COURT
REVENUE ENHANCEMENT SERVICES**

**STATEMENT OF WORK
REVENUE ENHANCEMENT SERVICES**

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1.0 STATEMENT OF WORK

1.1 PURPOSE

California state statutes require each superior court and county to develop a comprehensive court/county collection program to improve enforcement of court collections.

The purpose of this Statement of Work (SOW) is to describe the scope of services that will be provided by the CONTRACTOR in support of the comprehensive revenue enhancement program of the Superior Court of California, County of Los Angeles (LASC) and the County of Los Angeles (COUNTY). The CONTRACTOR will perform services in accordance with this SOW.

CONTRACTOR will provide comprehensive collection services for enhanced payment compliance, including, but not limited to: (a) traffic failure-to-appear matters; (b) traffic failure-to-pay matters; (c) failure-to-pay in criminal matters; (d) juror sanctions; (e) civil sanctions; (f) child custody evaluations; (g) attorney fee recovery for criminal and juvenile cases; and (h) collection of other fines, fees and forfeitures.

1.2 BACKGROUND

Current in-house collection functions performed by LASC include, but are not limited to, the following: 1) Generate courtesy notices indicating amount owed 2) Drivers license holds through California Department of Motor Vehicles, if applicable 3) Generate delinquency and payment notices 4) Track cases through various Court Case Management computer systems 5) Conduct financial evaluations to recover attorney fees in criminal and juvenile cases 6) Establish accounts receivable through partial payments, 7) Accept over-the-counter payments 8) Accept payments made via phone and 9) Accept payments made via the internet.

1.3 CATEGORY OF REFERRAL ACCOUNTS

The scope of court collection services obtained by the COUNTY under the LASC Revenue Enhancement Program will be within the collection categories described in this section.

1.3.1 REFERRAL TYPES

LASC may refer the following types of accounts:

- Infractions/Misdemeanors with Unadjudicated Bail
- Infractions/Misdemeanors with Adjudicated Bail
- Misdemeanors/Felonies with Adjudicated Fines and Fees
- Civil Fees and Sanctions on Adjudicated Matters
- Indigent Defense Cost Recovery
- Child Custody Evaluations
- Probate
- Juror Sanctions
- Non-Sufficient Funds Fees

1.3.2 REFERRAL DATA

REFERRAL TYPE	Estimated Annual Case Volume	Average Amount Per Case	Estimated Annual Adjustments from Adjudications	Estimated Days Delinquent Prior to Referral
Infractions/Misdemeanors with Unadjudicated Bail	365,600	\$683	\$35,000,000	10
Infractions/Misdemeanors with Adjudicated Bail	90,000	\$700	\$1,515,000	10
Misdemeanors/Felonies with Adjudicated Fines and Fees	15,900	\$388	\$7000	30
Civil Fees and Sanctions on Adjudicated Matters	210	\$308	\$36,000	10
Indigent Defense Cost Recovery	15,500	\$25	\$1,125	10
Child Custody Evaluations	560	\$433	\$0	60
Juvenile and Dependency	10,850	\$347	\$0	60
Juror Sanctions	7,480	\$249	\$25,500	30

- Volumes are estimates only from Fiscal Year 2004-2005. LASC does not guarantee any particular volume or dollar value of account referrals.
- Types of accounts may be added to or deleted from the list at the discretion of the LASC and COUNTY.
- LASC and COUNTY retain the right to refer an account for collection, to attempt collection activity internally, and to cancel or alter accounts that have been referred to CONTRACTOR for collection.
- CONTRACTOR is not the exclusive provider of collection services to LASC and COUNTY. LASC and COUNTY reserve the right to utilize the services of the State of California Franchise Tax Board's Court Order Collection Program, the Department of Motor Vehicles' Drivers

License Hold/Suspension Collection Services, and/or other entities and agencies as deemed appropriate.

1.3.3 DESCRIPTIONS ON ACCOUNTS THAT MAY BE REFERRED

- Infractions/Misdemeanors with Unadjudicated Bail
(e.g., Traffic citations where a defendant fails to appear before being sentenced.)
- Infractions/Misdemeanors with Adjudicated Bail
(e.g., Traffic citations where a defendant fails to pay fines and/or fees after being sentenced.)
- Misdemeanors/Felonies with Adjudicated Fines and Fees
(e.g., Defendants that fail to pay fines and fees after being sentenced.)
- Civil Fees and Sanctions on Adjudicated Matters
(e.g., Fees and sanctions owed to the LASC. In addition, the LASC may seek reimbursement of civil filing fees on cases where the plaintiff is a governmental agency.)
- Indigent Defense Cost Recovery – Appointed Counsel Registration Fee (APC).
(e.g., LASC may determine that a customer who has received legal assistance from a public defender, alternate public defender or court appointed private attorney must reimburse the cost of attorney services. An Attorney Fee order may be collected as a civil judgment. The APC fee is \$25, with a 20% collection fee cap.)
- Child Custody Evaluations
(e.g., a Judicial Officer may order a party to reimburse the LASC for the cost of their child custody evaluation.)
- Juror Sanctions
(e.g., Jurors that fail to appear for jury service may be ordered to pay a LASC imposed sanction.)
- Juvenile and Dependency Fines and Fees
(e.g., a Judicial Officer may order a party to reimburse the LASC for the cost of legal assistance from a public defender, alternate public defender or court appointed private attorney.)
- The following types of accounts are not currently referred:
 - Probate (may be referred at a later time)
(e.g., Fees that are owed to LASC regarding probate matters.)
 - Non-Sufficient Funds Fee (may be referred at a later time)
(e.g., LASC imposes an additional \$33.00 fee for all checks returned NSF.)

2.0 COUNTY/ LASC RESPONSIBILITIES

2.1 COUNTY PROJECT DIRECTOR (CPD)

COUNTY/LASC shall appoint a COUNTY Project Director (CPD) that will have overall responsibility for managing the Contract and the work to be performed by the CONTRACTOR. The CPD will be an employee of the Superior Court.

2.1.1 CPD FUNCTIONS

The CPD shall perform the following functions:

- Ensure that the objectives of this Contract are met.
- Provide direction to CONTRACTOR in areas related to COUNTY/LASC policy, information requirements and procedural requirements.

2.2 COUNTY PROJECT MANAGER (CPM)

COUNTY/LASC shall appoint a COUNTY Project Manager (CPM) that will have responsibility for the day-to-day management of the work to be performed. The CPM will be an employee of the Superior Court. The CPM shall be the primary contact person between the COUNTY and the CONTRACTOR and shall confer with the CONTRACTOR'S Project Manager on a regular basis.

2.2.1 CPM FUNCTIONS

The CPM shall perform the following functions:

- Oversee and approve the deliverables and invoices from CONTRACTOR.
- Review, approve and recommend all correspondence related to this Contract.
- Approve the participation of CONTRACTOR'S Project Manager and employees. The CPM may request the removal of the Contractor's Project Manager and/or other employee if the CPM determines that it is in the best interest of the COUNTY and LASC.
- Monitor, evaluate and prepare periodic reports on CONTRACTOR'S performance.
- The CPM will provide instruction to CONTRACTOR'S Project Manager regarding clerical staff facility assignments in accordance with Section 4.2.2 of this SOW.
- The CPM will not be authorized to make any changes in any of the terms and conditions of this Contract and will not be authorized to further obligate the COUNTY or in any respect whatsoever.

2.3 WORK AREAS AND TELEPHONE LINES

LASC will provide CONTRACTOR with work areas and telephone lines for CONTRACTOR'S employees that work at LASC locations.

3.0 IMPLEMENTATION OF SERVICE

3.1 IMPLEMENTATION DEADLINE

CONTRACTOR shall meet and implement the full range of services and requirements described in this SOW within four (4) weeks of the Los Angeles COUNTY Board of Supervisors' approval of the contract between COUNTY/LASC and CONTRACTOR.

3.2 TRANSITION PLAN

CONTRACTOR must provide a transition plan detailing how they will implement the full range of services and requirements described in this SOW within five (5) business days after being awarded the contract.

4.0.CONTRACTOR'S RESPONSIBILITIES

4.1 CONTRACT PROJECT MANAGER

4.1.1 CONTRACTOR must provide and name a Contract Project Manager who shall act as a liaison for the CONTRACTOR and will have full authority to act on behalf of the CONTRACTOR in all matters related to the daily operation of the contract. The CONTRACTOR'S Contract Project Manager must have at least five (5) years experience managing collection projects of similar scope and complexity for courts or government agencies.

4.1.2 CONTRACTOR'S Contract Project Manager shall be available to the COUNTY'S CPM for periodic on-site consulting. Regular meetings will be held to discuss and resolve problems.

4.1.3 CONTRACTOR'S Contract Project Manager shall work with the COUNTY'S CPM to resolve any potential areas of difficulty before a problem occurs.

4.1.4 CONTRACTOR shall name a backup Contract Project Manager. The CONTRACTOR'S backup Contract Project Manager must have at least five (5) years experience managing collection projects of similar scope and complexity for courts or government agencies. In the event of the CONTRACTOR'S Contract Project Manager's absence, the backup Contract

Project Manager shall be available via telephone or pager between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

4.1.5 CONTRACTOR'S Contract Project Manager shall respond within twenty-four (24) hours to requests made by LASC between 8:00 a.m. and 5:00 p.m., Monday through Friday, and at other times as requested by the COUNTY'S CPM.

4.1.6 The CONTRACTOR shall inform the COUNTY CPM in writing of the name, address, and telephone number of the individual designated to act as Contract Project Manager, and his/her backup.

4.1.7 CONTRACTOR shall provide the COUNTY CPM with a current list of employees/management assigned to this contract, at a minimum, every six (6) months and keep this list updated during the term of this Contract.

4.2 CONTRACTOR'S PERSONNEL

4.2.1 CONTRACTOR'S PERSONNEL REQUIREMENTS

CONTRACTOR personnel assigned to work under this Contract must meet the following requirements:

- Each person assigned by the CONTRACTOR to perform services for LASC shall be full-time employees of CONTRACTOR at all times. CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge employees. However, any CONTRACTOR employee who is performing unsatisfactorily (in the opinion of the CPM) will be removed from service under this Contract immediately.
- Each CONTRACTOR employee performing services for LASC must be over the age of eighteen (18).
- Each CONTRACTOR employee performing services for LASC must fluently read, write, speak and comprehend English.
- Each CONTRACTOR employee performing service at an LASC facility shall have a thorough knowledge of the work to be performed, the performance standards to be met, and the special needs of the LASC facility being served.
- CONTRACTOR'S employees shall not bring visitors into any LASC facility; shall not bring in any forms of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; shall be subject to authorized search; shall conduct themselves in a professional manner at all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulations in accordance with applicable LASC policy.

- CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge that identifies the employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is within the confines of LASC facilities.
- All CONTRACTOR'S personnel providing services in conjunction with this Contract will be required to undergo and pass, to the satisfaction of the COUNTY/LASC, a background and security investigation as a condition of beginning and continuing work under the Contract. CONTRACTOR must submit to the CPM documentation of a satisfactory background investigation within three (3) business days of the employee's start of work. The COUNTY may request that such investigations be conducted periodically during the term of the Contract.
 - The investigation shall be conducted at the CONTRACTOR'S expense and shall consist of a background investigation and fingerprint check through Live Scan. The CPM shall be given a copy of the report(s) prior to the employee's start of work.
 - COUNTY/LASC staff may immediately deny or terminate COUNTY/LASC facility access to any CONTRACTOR'S staff that do not pass such investigations to the satisfaction of the COUNTY/LASC.
 - CONTRACTOR shall note that disqualification of any CONTRACTOR staff due to a background and/or security investigation will not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of the Contract.

4.2.2 CONTRACTOR'S PERSONNEL AT VARIOUS LASC LOCATIONS

CONTRACTOR must provide Personnel at locations specified by LASC:

- CONTRACTOR shall provide thirty-three (33) full-time clerical staff to various LASC locations to assist in the processing of accounts referred for collections. In addition, the CONTRACTOR will provide sufficient clerical staff back-up and managerial staff as needed by LASC. CONTRACTOR'S staff must be trained in related aspects of CONTRACTOR'S business (e.g., CONTRACTOR'S automated system(s), company policies and procedures, etc).
- CONTRACTOR'S staff shall be responsible for the following types of assignments, including, but not limited to:
 - Assist clients at the window
 - Answer telephones
 - Receipt of payments
 - Update CONTRACTOR and/or LASC case management systems
 - Answer technical questions related to collections
 - Set court dates for clients
 - Troubleshooting issues
 - Provide CONTRACTOR/LASC with weekly status reports
 - Provide other adhoc reports as requested by LASC

- COUNTY/LASC anticipates that CONTRACTOR'S employees will be assigned to the following LASC locations (See chart below for allocation and ATTACHMENT A for Court Locations). However, LASC needs may vary. CONTRACTOR employees assigned to work at a LASC location may be reassigned to any LASC location by the CPM to ensure the needs of LASC are met. If coverage is needed, a staff replacement must be at the LASC job location within two (2) hours of being notified by LASC.

COURT	STAFF COUNT	COURT	STAFF COUNT
Metropolitan Court	4	Glendale Court	1
Beverly Hills Court	1	Santa Monica Court	1
Long Beach Court	2	Bellflower Court	1
Pomona Court	2	Downey Court	1
Compton Court	2	East Los Angeles Court	1
Van Nuys Court	1	San Fernando Court	1
Pasadena Court	1	San Pedro Court	1
Rio Hondo Court	1	Whittier Court	1
Torrance Court	1	Malibu Court	1
Inglewood Court	1	West Los Angeles Court	1
Alhambra Court	1	West Covina Court	1
Santa Clarita Court	1	Huntington Park Court	1
Burbank Court	1	Chatsworth Court	1
Lancaster Court	1	TOTAL	33

- For each clerical staff, CONTRACTOR shall provide a personal computer at current industry standards and all necessary computer peripherals. In addition, CONTRACTOR shall provide clerical staff with all necessary office products (writing instruments, forms, file folders, fax machines as determined by LASC, etc.) to perform their job functions.
- CONTRACTOR shall provide small combination safe(s) for the CONTRACTOR'S clerical staff to store their revolving funds and any monies collected.
- CONTRACTOR shall provide a representative for LASC collection meetings, as requested by the CPM.
- CONTRACTOR shall advise the CPM at a minimum of three (3) business days before terminating or suspending any CONTRACTOR clerical staff assigned to work at a LASC location.

5.0 CONTRACTOR'S GENERAL SERVICE REQUIREMENTS

5.1 GENERAL SERVICE REQUIREMENTS

CONTRACTOR shall, at minimum, perform the services enumerated below. To maximize the rate of collection, and minimize errors, CONTRACTOR may be required to perform services in addition to those listed below. In performing additional services, CONTRACTOR shall not deviate from the conditions outlined, nor circumvent, alter, or in any way fail to perform the services listed below.

5.2 COMPLIANCE WITH PENAL CODE SECTION 1463.007

The CONTRACTOR must meet the requirements of Penal Code Section 1463.007. This includes employing collection methods that include at least ten (10) of the following components:

- Monthly bill or account statements to all debtors
- Telephone contact with delinquent debtors to apprise them of their failure to meet payment obligations.
- Issuance of warning letters to advise delinquent debtors of an outstanding obligation.
- Requests for credit reports to assist in locating delinquent debtors.
- Access to Employment Development Department employment and wage information.
- The generation of monthly delinquent reports.
- Participation in the Franchise Tax Board's Interagency Intercept Collections Program.
- The use of Department of Motor Vehicle information to locate delinquent debtors.
- The use of wage and bank account garnishments.
- The imposition of liens on real property and proceeds from the sale of real property held by a title company.
- The filing of a claim or the filing of objections to the inclusion of outstanding fines and forfeitures in bankruptcy proceedings.
- Coordination with the County Probation Department to locate debtors who may be on formal or informal probation.
- The initiation of drivers' license suspension actions where appropriate.
- The capability to accept credit card payments.
- Participation in the Franchise Tax Board's Court-Ordered Debt Collections Program.
- Contracting with one or more private debt collectors.
- The use of local, regional, state, or national skip tracing or locator resources or services to locate delinquent debtors.

The CONTRACTOR must immediately inform LASC if at any time they fail to meet the requirements of PC 1463.007.

5.3 DISTINGUISHING QUALIFYING ACCOUNTS

Additionally, the CONTRACTOR shall be required to distinguish qualifying accounts and their related revenues and costs from those accounts that do not meet the statutory requirements. At the direction of CPM, the CONTRACTOR shall also be required to submit, no later than the fifth business day of the month, two separate monthly reports to LASC: one to detail qualifying revenues and related costs by case number for the preceding month, and the other to detail non-qualifying revenues and related costs by case number for the preceding month.

5.3.1 IN ADDITION, THE CONTRACTOR SHALL PERFORM THE TASKS ENUMERATED BELOW

- CONTRACTOR shall produce various ad hoc reports upon request.
- CONTRACTOR shall conduct all collection activities, pursuant to the Contract, in accordance with all applicable State and Federal consumer and collection practice laws.
- CONTRACTOR shall not use or display the official seal or logo of the COUNTY or LASC on any of its letterheads or other communications with any debtor, nor for any other reason.
- CONTRACTOR shall maintain membership in the California Association of Collectors during the term of the Contract.
- CONTRACTOR shall be legally capable of pursuing collections on referred accounts anywhere within the United States.
- CONTRACTOR shall be required to report collection success on a monthly basis. The following formula will be used to calculate the CONTRACTOR'S success rate in collecting delinquent accounts referred by LASC:

$$\text{Collection Success Rate} = \frac{\text{Amount Collected}}{\text{Amount Referred - Adjustment}}$$

6.0 CONTRACTOR'S SPECIFIC SERVICE REQUIREMENTS

6.1 COLLECTIONS VIA MAIL

6.1.1 All CONTRACTOR letters sent to debtors shall be pre-approved by the CPM.

6.1.2 CONTRACTOR shall issue the first Delinquency Letter upon receipt of debtor information, and/or after obtaining a current address through "skip tracing." CONTRACTOR shall allow the debtor no more than thirty (30) days from the date of mailing to respond to the first Delinquency Letter.

6.1.3 If the debtor does not respond by the 31st day of the date of mailing, CONTRACTOR shall issue another letter. Thereafter, letters shall be issued on a monthly basis, or until debt is satisfied in full.

6.1.4 CONTRACTOR may issue additional letters as deemed necessary.

6.1.5 All correspondence issued by CONTRACTOR shall be accompanied by a Spanish language version.

6.1.6 CONTRACTOR shall employ "skip tracing" to obtain a current address (if the address provided by COURT is incorrect, or if a letter is returned undeliverable, addressee unknown, etc). CONTRACTOR shall commence issuing letters once a current address is obtained. Each letter shall:

- Identify CONTRACTOR;
- Inform the debtor of the origin of the debt and the current amount owed;
- Advise of the consequences of continued non-compliance, such as wage garnishment, and property seizures;
- Describe payment options (e.g., payment plans);
- Describe how payment may be remitted;
- Explain that a debtor with an Infraction/Misdemeanor with Unadjudicated Bail, Sanctions, Juror Sanction, or Child Custody Evaluation, who wishes to dispute the debt must schedule a court appearance;
- List a toll free (e.g., "800") telephone number, which allows debtors to remit payment, schedule a court appearance, and/or obtain general information.
- Provide a return envelope for the submission of payment.

6.2 SKIP TRACING

6.2.1 CONTRACTOR shall use "skip tracing" to obtain debtor information for the purpose of collecting a debt.

6.2.2 CONTRACTOR shall perform "skip tracing" each month until the account is deemed uncollectible or until a current/correct address is obtained.

6.2.2 Upon request of LASC, CONTRACTOR shall provide LASC with updated account information. (e.g., address, telephone numbers, and Social Security Number, etc.). CONTRACTOR shall utilize, but is not limited to, the following information as necessary to obtain updated account information:

- Neighbors/Associates
- Telephone Directories
- Credit Bureau Reports
- County Tax Assessor Records
- Current Voter Registration Records
- Debtor's financial and banking references

- Debtor's current or previous employers
- National Change of Address Data Base
- Department of Motor Vehicles
- Third party firms, such as Acolloid, Metronet.

6.3 CONTACT VIA TELEPHONE

6.3.1 CONTRACTOR shall establish direct verbal communication with the debtor. Messages left on an answering machine, voice mail, pager or with another individual does not constitute telephone contact.

6.3.2 CONTRACTOR shall employ "skip tracing" to obtain a current telephone number if LASC is not able to provide CONTRACTOR with debtor telephone numbers.

6.3.3 CONTRACTOR shall initiate telephone calls to debtors once a telephone number is obtained.

6.3.4 CONTRACTOR shall interact with debtors in a professional and courteous manner.

6.3.5 CONTRACTOR shall provide multilingual translators and TTD/TTY services when necessary.

6.3.6 CONTRACTOR shall maintain telephone contact with each debtor by initiating at least one (1) call per month. During the telephone call, CONTRACTOR shall:

- Identify CONTRACTOR;
- Inform the debtor of the origin of the debt and the amount owed;
- Advise debtor of the consequences of continued non-compliance, such as wage garnishments, and property seizures
- Describe payment options (e.g., payment plans)
- Describe how payments may be remitted
- Explain that a debtor with an Infraction/Misdemeanor with Unadjudicated Bail, Sanction, Juror Sanction, or Child Custody Evaluation, who wishes to dispute the debt must schedule a court appearance; and
- Provide a toll-free telephone number (e.g., 800) that allows debtors to remit payment, establish a payment plan, schedule a court appearance, and/or obtain general information.

6.4 DEBTOR PAYMENT OPTIONS/METHODS OF PAYMENT

6.4.1 CONTRACTOR shall provide debtors who wish to comply, but face financial hardships or difficulties with a flexible alternative payment plan.

CONTRACTOR may set the terms and conditions of the payment plan; however, interest shall not be charged.

6.4.2 CONTRACTOR shall provide a statement and a return envelope to debtors who have established a monthly payment plan. The statement shall, at a minimum, inform the debtor of the amount paid to date, the remaining balance, the minimum amount due, and the payment due date.

6.4.3 CONTRACTOR shall ensure that when debtors submit personal checks, the case number, receipt number and defendant's last name must appear on the check.

6.4.4 CONTRACTOR must accept the following types of financial instruments for payments for account balances:

- Cash (only at CONTRACTOR'S local business office(s) or where CONTRACTOR has provided clerical staff)
- Personal Checks
- Bank Debit Cards (e.g., ATM cards)
- Nationally recognized credit cards (e.g., American Express, Diner's Club, Discover, MasterCard, and Visa)
- Money orders
- Cashiers checks
- Certified checks

6.4.5 CONTRACTOR must provide debtor a receipt for all payments received in person at CONTRACTOR'S local business office(s).

6.4.6 CONTRACTOR shall accept debtor payments via the internet. (See 6.9.2 Debtor Services, Internet Services.)

6.5 COURT APPEARANCES

6.5.1 CONTRACTOR shall allow a debtor to set a court appearance in LASC since some debtors who are referred may schedule a court appearance. These debtors retain the right to an arraignment/hearing in LASC. Consequently, upon request by a debtor, CONTRACTOR shall:

- Allow a debtor to schedule a court hearing, pursuant to LASC policy, on the following types of accounts: Civil Sanctions, Juror Sanctions and Child Custody Evaluations.
- Schedule a court appearance on a day and time, which has already been established by LASC. (LASC will provide CONTRACTOR with dates and times for each location, as needed.)
- In conjunction with LASC, establish and maintain a procedure to inform individual LASC locations of debtors' court appearance dates.

- Upon scheduling a court appearance, immediately suspend all collection activity until LASC requests that it be resumed.
- Debtors who are referred with either Adjudicated Infractions/Misdemeanors or Adjudicated Misdemeanors/Felonies accounts do not retain the right to a court appearance.

6.6 DEBTOR FAILURE TO COMPLY WITH NOTICES OF DELINQUENCY AND TELEPHONE CALLS

6.6.1 Upon a Judicial Order from LASC, CONTRACTOR shall initiate involuntary payment actions on debtors who fail to establish a payment plan or satisfy their debt. LASC will provide a listing of types of accounts that are subject to involuntary payment actions.

6.6.2 ACTIONS ON RECALCITRANT DEBTORS

Debtors with accounts identified by LASC that are subject to involuntary payment actions that fail to establish a payment plan or satisfy their debt will require CONTRACTOR to perform the following steps:

- Report the debtor to a nationally known Credit Reporting Agency such as Equifax, Trans-Union, Experian, etc.
- CONTRACTOR shall be responsible for obtaining the necessary and appropriate court orders for the actions listed in this SOW.
- CONTRACTOR shall institute one or more of the following actions:
 - Bank Levy
 - Wage Garnishment
 - Repossession of Property, including vehicle
 - Real Property Liens

6.6.3 Any and all associated costs incurred in instituting the actions listed above shall be paid by the CONTRACTOR or debtor. LASC will only pay commission on the referred amount and not on any associated collection costs.

6.7 ACCOUNT MANAGEMENT

6.7.1 WITHDRAWAL OF ACCOUNTS

LASC reserves the right to withdraw any account whenever LASC deems such an action appropriate and necessary. LASC shall notify CONTRACTOR in writing, e-mail or fax if such action is taken. Cases that are withdrawn from CONTRACTOR shall be removed from CONTRACTOR'S system within two (2) business days of receipt of notice from LASC.

- CONTRACTOR shall cease all collection activity and close the account upon withdrawal of the account. CONTRACTOR shall maintain a list of closed accounts.

- LASC reserves the right to take actions deemed necessary to recover debt from an account that has been withdrawn from CONTRACTOR.
- In the event that LASC withdraws an account, CONTRACTOR shall have no claim or right to compensation on any outstanding balance subsequently recovered by LASC, COUNTY, one of their agents, or another service provider on such accounts.
- Generally, LASC will withdraw an account that meets any one of the following conditions:
 - Account referred in error
 - Account dismissed by a Judicial Officer
 - Debtor is incarcerated
 - Debtor is deceased
 - Referred to secondary collection efforts

6.7.2 ACCOUNTS DEEMED UNCOLLECTIBLE

CONTRACTOR shall routinely evaluate each account and make a determination as to whether collection activity should cease. CONTRACTOR shall deem uncollectible any account that meets one of the following conditions and refer the account back to LASC via electronic file and/or computer tape.

- After twenty-six (26) weeks since the account's referral date; and CONTRACTOR has never been able to establish a current address or telephone number, and has been unable to elicit any form of debtor compliance, such as a partial payment or scheduling of a court appearance, through voluntary and/or involuntary measures.
- After fifty-two (52) weeks since the account's referral date; and CONTRACTOR has been able to establish a current address or telephone number, but has been unable to elicit any form of debtor compliance, such as partial payment or scheduling of a court appearance, through voluntary and/or involuntary measures
- If CONTRACTOR believes that an account that meets the uncollectible criteria can be successfully recovered, CONTRACTOR may submit a written request to LASC to retain the account. The request shall include an explanation of why CONTRACTOR believes the account can now be recovered, and
- CONTRACTOR shall provide a quarterly report to LASC on all accounts deemed uncollectible.
- LASC reserves the right to take actions deemed necessary to recover debt from an account that has been deemed uncollectible, including, but not limited to referral of such accounts to the California Franchise Tax Board.
- In the event an account has been deemed uncollectible and returned to LASC, CONTRACTOR shall have no right to compensation on any outstanding balance subsequently recovered by LASC, COUNTY, one of their agents, or another service provider.

6.7.3TRANSFER OF ACCOUNTS TO FRANCHISE TAX BOARD, COURT ORDERED DEBT

- CONTRACTOR shall have the ability to interface with the California Franchise Tax Board, Court Ordered Debt Department (FTB COD).
- Upon direction from LASC, the CONTRACTOR shall transmit selected collection inventory to the FTB COD for secondary collection efforts.
- Upon referral of an account to the FTB COD, CONTRACTOR shall cease all collection activity on the account but, at a minimum, remain responsible for the following:
 - CONTRACTOR shall electronically send and receive account information to FTB in a format agreed upon by LASC and FTB.
 - Payment information received by CONTRACTOR from FTB will be electronically transmitted by the CONTRACTOR to LASC. The CONTRACTOR will be responsible for updating the CONTRACTOR'S collection system and transmitting payment information to LASC using the process described in Section 6.10 – Transmission of Accounts of this SOW.
 - CONTRACTOR shall mail a notice to the debtor advising them that the CONTRACTOR no longer is pursuing collections, and the account has been referred to FTB COD.
 - Upon approval from LASC, CONTRACTOR may be required to refund to the debtor any over-collected amount received from FTB.
 - CONTRACTOR will be responsible for all programming costs associated with identification, transfer, and separate reporting of accounts referred to the FTB.
 - CONTRACTOR shall not receive compensation on accounts that are collected by the FTB.

6.7.4MINIMUM ACCOUNTING PRINCIPLES

CONTRACTOR shall apply General Accepted Accounting Principles in the management and processing of LASC accounts as well as preparation and maintenance of financial records and reports.

6.7.5HISTORY OF ACTIVITY

CONTRACTOR'S internal account processing shall also include a History of Activity for each account, which lists the type and date of all activities, such as letters, telephone calls, involuntary actions, etc., employed by CONTRACTOR.

6.8 PROCESSING DEBTOR PAYMENTS

6.8.1TRANSFER OF FUNDS

CONTRACTOR shall establish a separate bank account designated solely for processing debtor payments under the Contract and shall deposit all financial instruments (e.g. cash, checks, credit card remittances, etc.) received as

debtor payments into this bank account (CONTRACTOR Bank Account). Each business day CONTRACTOR shall prepare an accounting of all debtor payments received on that day, reconcile the account for any adjustments, and wire transfer all good funds into a designated COUNTY of Los Angeles Bank Account (COUNTY Bank Account) no later than 2:00 p.m. (PST) the following business day.

- Except where payments are unidentified, all payments shall be updated in CONTRACTOR'S computer system within one (1) business day.
- CONTRACTOR shall have a system to determine unidentified cases. (See Section 6.8.3, Unidentified Payments.)
- All financial instruments shall be deposited in the CONTRACTOR Bank Account as soon as received but no later than the close of the business day of their receipt.
- By the fifth business day of each month, CONTRACTOR shall submit to LASC a copy of the prior month's banking statement for the CONTRACTOR Bank Account.
- LASC and COUNTY will establish and have sole ownership over the COUNTY Bank Account. CONTRACTOR shall not have the right to withdraw funds from the COUNTY Bank Account.
- CONTRACTOR shall supply a monthly bank account statement to LASC.

6.8.2AUTOMATED CLEARING HOUSE TRANSFERS AND REPORTING

The Automated Clearing House (ACH) transfer must equal the sum of all the payments on the daily payment report which include unidentified payments, other collections not on the payment report (e.g. public defender), less non-sufficient check amounts for that date. The dates of the ACH transfer and payment report must match.

6.8.3UNIDENTIFIED PAYMENTS

Unidentified payments are those that the CONTRACTOR is unable to determine debtor identity (e.g. debtor mails payment to CONTRACTOR and does not provide identifying information). Unidentified payments received by CONTRACTOR shall be deposited daily into the CONTRACTOR Bank Account and ACH transferred into the COUNTY Bank Account.

- CONTRACTOR shall attempt to identify all unidentified payments within thirty (30) business days of payment being received. If the CONTRACTOR cannot identify payment(s), the CONTRACTOR shall, by the fifth business day of each following month, provide LASC with a report listing unidentified payments and attach any documents received with the payment (i.e. mailing envelope, enclosures). CONTRACTOR shall not issue any refunds on unidentified cases.
- CONTRACTOR shall not receive compensation on unidentified cases.

6.8.4 INCORRECT ACCOUNT PAYMENTS AND ADJUSTMENTS

On cases where CONTRACTOR applies payment to an incorrect account or case, CONTRACTOR shall provide LASC with a daily report listing the correct case where the payment should be applied, or if payment should be refunded, will provide supporting documentation.

- If CONTRACTOR transfers funds that are determined not to belong to a LASC referral, the CONTRACTOR shall provide documentation and submit a written request for refund.
- If CONTRACTOR believes that an adjustment to the COUNTY Bank Account is necessary, CONTRACTOR shall inform LASC of the following:
 - The amount in dispute
 - The reasons for the adjustments
 - Copies of any documentary evidence that supports CONTRACTOR'S claim

6.8.5 CASHIER VARIANCES / DISCREPANCIES IN AMOUNTS COLLECTED AND RECEIPTED

CONTRACTOR shall be responsible for all cashier variances, losses, and other discrepancies between amounts collected and receipted by CONTRACTOR, such as shortages, counterfeit bills, etc. CONTRACTOR shall reimburse LASC for cashier variances, losses, and any other discrepancies between amounts collected and receipted by CONTRACTOR on the day of collection.

6.8.6 PERSONAL CHECK / CREDIT CARD VERIFICATION

CONTRACTOR shall subject all personal checks received to a verification or authorization service. (e.g. TeleCheck) to determine whether the personal checks submitted by debtors are valid and are covered by sufficient funds. CONTRACTOR shall obtain verification or authorization for every credit card transaction submitted by a debtor.

6.8.7 NON-SUFFICIENT FUND CHECKS

In the event a debtor submits personal checks that are returned to CONTRACTOR Bank Account as non-sufficient fund checks (hereafter NSF), CONTRACTOR shall attempt to recover those funds. If CONTRACTOR is unable to recover the funds within thirty (30) business days, CONTRACTOR may then recover monies on a Deposit Reconciliation by listing the NSF amount(s).

CONTRACTOR shall submit to LASC a detailed NSF report by individual court locations that includes, at minimum, the following:

- Defendant name
- Citation/Case number
- NSF amount
- Receipt number

6.8.8 CREDIT CARD FEES, COLLECTION COSTS, ETC.

CONTRACTOR shall not pass Credit Card fees, or any other additional fees not referred by LASC (such as collection costs, check verification fees etc.) on to the debtor or LASC. The exception is the associated cost incurred by the CONTRACTOR in instituting the involuntary payment actions listed in Section 6.6.2, which may be passed on the debtor.

6.8.9 SEGREGATION OF ACCOUNTS

The CONTRACTOR shall segregate all accounts referred by LASC from all other CONTRACTOR accounts (see Section 6.8.1). All information relating to the accounts referred and assigned shall be kept confidential, and shall not be open to examination for any purpose not directly connected with the servicing of the accounts by the CONTRACTOR.

The CONTRACTOR must track accounts by court locations and category of account.

6.8.10 INTERNAL CONTROL PROCEDURES

- 6.8.10.1 Cash handling and record keeping duties shall be adequately separated by having different CONTRACTOR staff responsible for each duty. Any cash received should be receipted immediately and put in a safe or other secured location.
- 6.8.10.2 CONTRACTOR shall restrictively endorse all checks and money orders when the mail is opened each day. Payments shall be logged into a Control Log showing the date of payment, payment instrument (e.g. check, money order, cash), debtor's name, amount received, case number (if available) and number of the payment instrument. The receipt should be used for posting to the account. The actual checks and money orders should be locked in a secure location with restricted or limited access until deposited during or at the end of the day. This location should remain locked during the day. Two (2) independent adding machine tapes, or other verification approved by LASC, should be run on the receipts and compared to actual cash and checks, and initialed by the two (2) mail openers.
- 6.8.10.3 All walk-in payments shall be receipted in the presence of the debtor by a CONTRACTOR employee who does not have the ability to post collections to debtor accounts.
- 6.8.10.4 Mail shall be picked up by a CONTRACTOR employee who does not have cash handling duties or access to accounting records. This requirement can also be satisfied by the use of a private courier service to pick up the mail. Mail should be opened by at least two (2) employees in order to document and verify the amount

of mail payments. These employees should not have access to accounting records or be collectors.

6.8.10.5 CONTRACTOR shall use receipts that are pre-numbered, multi-part forms with copies for the debtor, accounting offices and one retained as a control copy. Each copy must be marked for distribution. Receipts are not to be issued by collectors.

- Issued receipts shall be numerically controlled and kept in a secure place. Office management staff should maintain accountability for all receipt stock and all used and voided receipts.
- A copy of the receipt must be given to the debtor. Signs should be posted in English and Spanish instructing the debtor to request and obtain a receipt.
- Receipts shall be used in numerical order.

6.8.10.6 All cash is to be secured and the receipt used for posting purposes. Unidentified, post-dated, and NSF checks shall be accounted for and listed on a separate log that provides a complete audit trail from receipt to disposition.

6.8.10.7 CONTRACTOR'S office management staff shall reconcile the amount of mail and walk-in payments to the total deposit each day. The office management staff shall receive one copy of the mail payment's tape and the amount of walk-in payments, and compare them to the amount of the daily deposit slips and the post-dated and unidentified check logs.

6.8.10.8. Written internal control procedures shall be maintained and periodically updated as necessary. CONTRACTOR personnel shall be periodically instructed in said procedures and office management staff shall continuously monitor operations to ensure compliance therewith. A copy of the internal control procedures shall be provided to LASC.

6.9 DEBTOR SERVICES

6.9.1 TELEPHONE SERVICES

CONTRACTOR shall provide a toll-free telephone number (e.g. 800) so that debtors may be able to:

- Obtain information on the debt, such as status, amount due, payment options, etc.
- Schedule a court appearance
- Remit payment
- Establish a payment plan

CONTRACTOR shall provide an option that offers a multilingual translation.

CONTRACTOR shall also provide a toll-free telephone number (e.g. 800) for the hearing impaired with a telecommunication device (TDD) that offers the services specified above.

CONTRACTOR'S telephone services should be available 24 hours a day, 7 days a week.

6.9.2 INTERNET SERVICES

CONTRACTOR shall allow a debtor to make payment(s) and check balance(s) via the internet on the CONTRACTOR'S website.

CONTRACTOR and LASC shall develop and maintain a website link between LASC and CONTRACTOR'S website.

6.9.3 OFFICE LOCATIONS AND SERVICES

CONTRACTOR shall have at least one (1) fully operational business office located within the Los Angeles COUNTY by the end of the Transition Period (See Section 3.0). The business office shall be open Monday through Friday during 9:00 a.m. through 5:00 p.m. and on at least one day a week, remain open until 7:00 p.m. In addition, the business office shall be open from 9:00 a.m. through 12:00 p.m. on Saturdays.

- CONTRACTOR shall offer services that allow debtors to:
 - Obtain information on the debt, such as status, amount due, payment options, etc.
 - Schedule a court appearance
 - Remit payment
 - Establish a payment plan
- CONTRACTOR shall provide multilingual translation as needed.

6.9.4 DEBTOR REFUNDS – ISSUANCE AND DETERMINATION OF A DEBTOR REFUND & COLLECTION FEES ON AN ACCOUNT WHEN MONIES ARE REFUNDED

LASC has the sole authority to issue debtor refunds, and determine whether a refund is due. If CONTRACTOR believes that a refund should be issued to a debtor, CONTRACTOR shall provide LASC with the following information:

- The debtor's name, receipt and account numbers
- The amount in dispute
- The reasons for the refund
- Supporting documentation
- LASC will not compensate CONTRACTOR for services in the event LASC refunds the entire amount of collected money to a debtor (see Section 6.13.3 - Invoices which include Account NSF Checks, or Account with a Debtor Refund).
- In the event of a partial refund, the Collection Fee shall be prorated to the amount of collected money retained by LASC.

6.9.5 CUSTOMER SERVICE

6.9.5.1 TELEPHONE MESSAGE

CONTRACTOR shall set-up a toll-free telephone message line (e.g. 800) so that customers may leave voice mail messages regarding CONTRACTOR'S customer service. All voice mail messages received shall be transcribed verbatim and supplied to the CPM each month. This shall be done at the CONTRACTOR'S expense.

6.9.5.2 COMPLAINTS

- The term "complaint" refers to any written, electronic or verbal protest lodged by a debtor, which alleges that CONTRACTOR, or one of its employees, engaged in inappropriate, unfair or harsh method(s) of collection, or conduct.
- In the event CONTRACTOR receives any verbal or written complaint, the CONTRACTOR shall immediately notify the CPM by telephone. Such notification shall be followed up in writing within three (3) business days. The CONTRACTOR shall provide the CPM with a copy of any written complaint within three (3) business days of receipt.
- CONTRACTOR shall promptly investigate all complaints, and provide a written report to the CPM regarding the disposition of each verbal and written complaint within fourteen (14) business days of receiving the complaint. At minimum the report shall include the following:
 - A copy of the complaint (if applicable)
 - Identification by name of CONTRACTOR employee(s)
 - Results of the investigation
 - A statement describing the corrective action taken to resolve and avoid a reoccurrence of such a complaint
 - A response letter to the customer when directed by the CPM
- CONTRACTOR shall also maintain a Complaint Tracking Log (see ATTACHMENT B) and a system to track complaints to the individual accounts and CONTRACTOR employee(s) handling the account. CONTRACTOR shall provide copy of the log to the CPM each month covering the prior month's activities.
- If no action is taken by the CONTRACTOR after three (3) attempts to resolve the matter, LASC may exercise its right to terminate the contract.

6.9.6 DISPUTE OF THE OUTSTANDING BALANCE

In the event a debtor disputes the Bail on an Infraction / Misdemeanor with Unadjudicated Bail, CONTRACTOR shall continue with collection activities, and inform the debtor that they may schedule a court appearance.

CONTRACTOR shall suspend all collection activities immediately when the debtor schedules a court appearance. Collection activities shall resume only when directed by LASC. (See Section 6.5 - Court Appearances.)

6.9.7 CLAIM OF DEATH

Upon receipt of a certified copy of a death certificate, CONTRACTOR shall forward to LASC a copy of the correspondence and the certified copy of the death certificate, and deem the account uncollectible.

6.9.8 CLAIM OF INCARCERATION:

In the event the debtor submits documentary evidence which indicates that the debtor is incarcerated, CONTRACTOR shall forward to LASC a copy of the correspondence and the documentary evidence. Collection activities shall continue unless LASC directs otherwise.

6.10 TRANSMISSION OF ACCOUNT INFORMATION

6.10.1 Data transmissions mentioned below will be handled via electronic file and/or computer tape. CONTRACTOR shall provide daily back-up provisions for electronic data. LASC will refer account information from multiple automated Information Systems with multiple file layouts including but not limited to:

- The Expanded Traffic Record System (ETRS) is the source of Infractions/Misdemeanors with Adjudicated and Unadjudicated Bail accounts.
- The Collection Data Base System (CDBS) is the source of Adjudicated Infractions/Misdemeanors and Adjudicated Misdemeanors/Felonies accounts.
- Payment information from accounts referred via ETRS will be entered onto the Financial Interface System (FIS).
- Payment information from accounts referred via CDBS will be entered onto the CDBS

6.10.2 Additionally, LASC will refer account information that the CONTRACTOR shall be required to input.

6.10.3 Tape Format & Determination of the Data to be Transmitted, Transaction Codes, etc.

- All data on the account information tapes listed below must be in Extended Binary Coded Decimal Interchange Code format.
- The field definitions, data to be transmitted, and transaction codes for all the account information tapes and/or electronic files listed below will be determined by LASC and CONTRACTOR.

6.10.4 Referral Information – Referrals from ETRS

- Once each week, LASC shall refer new accounts from ETRS to CONTRACTOR.
- Referrals shall correspond to ETRS specifications (See Attachment C of this SOW).

6.10.5 Re-Referral Information – Re-Referrals from ETRS

- Once each week, LASC shall re-refer debtors who have scheduled a court appearance through CONTRACTOR and failed to appear in court.
- LASC shall either re-refer debtors through the ETRS referral file, or through a mechanism developed by CONTRACTOR and LASC.

6.10.6 Referral Information – Referrals from CDBS:

- Once each week, LASC shall refer accounts from CDBS to CONTRACTOR through a mechanism developed by CONTRACTOR and LASC.
- Referrals shall correspond to CDBS specifications (See Attachment D of this SOW).

6.10.7 Payment Information

- The sum of all payments on file transmissions, manual and electronic, must equal the amount deposited into the COUNTY Bank Account, the sum of all the deposit slips, and the sum of all the payments listed on the payment report (see Section 6.13.5 - Payment Reports).

6.10.8 Payment Information – For Accounts Referred via ETRS

- Once each day, CONTRACTOR shall submit current payment information to LASC via a mechanism developed by CONTRACTOR and LASC.
- The payment file shall correspond to FIS specifications (See Attachment E of this SOW).

6.10.9 Payment Information – For Accounts Referred via CDBS

- Once each day, CONTRACTOR shall submit current payment information to LASC via electronic file and/or computer tape.
- The payment file shall correspond to CDBS specifications (See Attachment F of this SOW).

6.10.10Uncollectible Information – For Accounts Referred via ETRS

- Once each month, CONTRACTOR shall return accounts deemed uncollectible to LASC via electronic file and/or tape.
- CONTRACTOR shall return such accounts to LASC with any updated account information obtained (e.g., addresses, telephone numbers, social security numbers, etc.).

- The uncollectible file shall correspond to ETRS specifications.

6.10.11 Uncollectible Information – For Accounts Referred via CDBS

- Once each month, CONTRACTOR shall return accounts deemed uncollectible to LASC via electronic file and/or tape.
- CONTRACTOR shall return such accounts to LASC with any updated account information obtained (e.g., addresses, telephone numbers, social security numbers, etc.).
- The uncollectible file shall correspond to CDBS specifications. A mechanism to provide this information to LASC will be developed by CONTRACTOR and LASC.

6.10.12 Court Appearance Information

- Once each day, CONTRACTOR shall submit court appearance information to the individual LASC locations. A mechanism to provide this information to the individual locations will be developed by CONTRACTOR and LASC.

6.10.13 Updated information to CONTRACTOR on LASC Accounts

- As needed, LASC will inform CONTRACTOR with any updated account information. A mechanism to provide this information to CONTRACTOR will be developed by CONTRACTOR and LASC.

6.10.14 Updated information on LASC Accounts from CONTRACTOR

- Upon LASC'S request, CONTRACTOR shall submit updated account information obtained (e.g., addresses, telephone numbers, and Social Security numbers, etc.).
- Per LASC'S request, the Updated Account Information File shall correspond with ETRS and/or CDBS specifications, and/or other alternative formats as specified by LASC.

6.10.15 LASC has the right to modify file layouts identified above. LASC shall provide CONTRACTOR with new file layouts and a reasonable time period to implement.

6.11 ONLINE REQUIREMENTS

6.11.1 CONTRACTOR shall provide each LASC location with “On-Line” access, or a direct computer link to CONTRACTOR’S referred account database.

- LASC locations with CONTRACTOR’S staff assigned (See Section 4.2.2 – CONTRACTOR’S Personnel at various LASC locations) will require full access to the CONTRACTOR’S computer system (i.e., input, inquiry, etc.)

- LASC locations without CONTRACTOR'S staff assigned will require inquiry access only to the CONTRACTOR'S computer system.

6.11.2 On-Line Specifications – Minimum Requirements

- At a minimum, CONTRACTOR shall provide each LASC location with a personal computer, at current industry standard, and/or all the necessary peripheral equipment for On-Line access to LASC accounts on CONTRACTOR'S computer system.
- CONTRACTOR shall install, maintain, upgrade and repair all equipment necessary for the operation of their computer system. All repairs to the On-Line System must be made within forty-eight (48) hours of the reported problem.
- The On-Line system shall be installed and operate independently of any existing LASC communication or database system.
- CONTRACTOR shall provide, install, and maintain all necessary operating and/or application software.
- CONTRACTOR shall provide and install necessary cables; communication devices, and data line services/connections.
- In the event CONTRACTOR establishes a Local Area Network, CONTRACTOR shall provide all necessary DSU-CSU/modems, servers, routers and/or hubs.
- The On-Line system's minimum operating requirements shall be as follows:
 - The On-Line system shall be available to LASC from 7:00 a.m. to 5:00 p.m. Monday, Tuesday, Wednesday, and Friday
 - On Thursday, the system shall be available to LASC from 7:00 a.m. to 7:00 p.m.
 - The On-Line system throughput shall be at minimum 56KB
 - The On-Line system response time shall be no greater than 7 seconds for any transaction
- CONTRACTOR shall provide LASC personnel with on-site training on the use of the On-Line system.

6.11.3 On-Line Capabilities

The On-Line system shall provide, at minimum, the following information:

- Account Number
- Debtor Name
- Debtor Address
- Identifying Information (e.g., Date of Birth, and Social Security number)
- Court Appearance Date
- Refreshed Address (e.g., addressed found via Skip Tracing)
- Account Status (e.g., Paid, Open, Closed, Withdrawn, Uncollectible)
- Amount Due
- Amount Paid
- Balance

- Last Date of Payment
- Last Notice Date
- Account History
- General Comments

6.11.4 CONTRACTOR shall perform daily update and back-up on all account information systems accessed by on-line terminals at LASC locations.

6.12 FEES FOR SERVICES

6.12.1 INVOICES

CONTRACTOR shall invoice LASC only for collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to CONTRACTOR and subsequent deposit of the financial instruments into COUNTY Bank Account. CONTRACTOR shall not be compensated for activities on accounts for which debtor payments are not obtained.

CONTRACTOR shall be compensated only for services that result in the collection of revenue. LASC will not compensate CONTRACTOR for expended services in the event debtor payment is not obtained.

The amount of the CONTRACTOR'S invoices shall be calculated in accordance with the following formula: Commission Rate (%) x total collections deposited in to COUNTY Bank Account during the period of the invoice.

CONTRACTOR shall submit to LASC an invoice each month by the 5th business day of the month for the prior month's deposits to the COUNTY Bank Account. Invoice shall be presented to LASC under the conditions and with the information set forth in Section 6.13.1. An invoice without the required information will not be approved for payment.

All invoices submitted by the CONTRACTOR for payment must have the written approval of the CPM prior to any payment thereof. In no event shall COUNTY/LASC be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than three (3) weeks from receipt of properly prepared invoices by the CPM.

6.12.2 PAYMENT ON ACCOUNTS WITH A COURT APPEARANCE

In the event a debtor appears in court and consequently pays the debt, LASC will compensate CONTRACTOR an amount that is prorated in proportion to the revenue collected, (e.g., if a debtor's balance is reduced

from \$550.00 to \$350.00 at a court appearance, and payment is made, the Collection Fee will be based on the new court ordered amount).

6.12.3 DISMISSED ACCOUNTS

CONTRACTOR shall not receive compensation on any account that has been dismissed or suspended at a court appearance wherein a subsequent court fee has been imposed.

CONTRACTOR shall not receive compensation on an account where community service has been granted in lieu of fine.

6.12.4 FAILURE TO PAY ACCOUNTS

- CONTRACTOR shall not receive compensation on an account in the event a debtor fails to pay the debt after a court appearance.
- LASC reserves the right to take actions deemed necessary to recover debt from a debtor who has failed to pay after a court appearance.
- CONTRACTOR shall not receive compensation in the event that LASC, one of its agents, or another service provider, recovers revenue on a debtor who failed to pay the debt after a court appearance.

6.12.5 PARTIAL PAYMENTS/PRORATED FEES

The Collection Fee shall be prorated in proportion to the amount of revenue collected.

6.12.6 PAYMENT ON ACCOUNTS DEEMED UNCOLLECTIBLE, OR WITHDRAWN BY LASC

LASC will not compensate CONTRACTOR for an account collection if the debtor's payment, in whole or part, is received by LASC, one of its agents, another service provider, or the CONTRACTOR after an account has been returned by CONTRACTOR to LASC as Uncollectible or for accounts withdrawn by the COUNTY.

6.12.7 ACCOUNTS WITH NSF CHECKS

- CONTRACTOR shall not receive compensation for services in the event a debtor submits a NSF check.
- Any bank imposed NSF check fees charged to the CONTRACTOR may be added to the account balance. CONTRACTOR may attempt to collect bank imposed fees after the COURT referral amount is satisfied. CONTRACTOR shall not receive compensation on NSF check fees charged to the CONTRACTOR.
- CONTRACTOR shall not transmit bank imposed fees to LASC.
- CONTRACTOR is not entitled to commission on bank imposed fees.

6.12.8 MAXIMUM COLLECTION FEE

The maximum Collection Fee shall not exceed \$250.00 per account. On all Appointed Counsel Registration Fees (\$25.00), the collection commission rate is limited to 20% of the AC registration fee collected, or \$5.00 maximum.

6.13 REVENUE RECOVERED BY CONTRACTOR

CONTRACTOR shall not deduct its fee directly from any collected revenue. CONTRACTOR shall receive payment from LASC by submitting an Invoice for Recovered Revenue (invoice).

6.13.1 CYCLE FOR SUBMISSION OF INVOICES

CONTRACTOR shall submit an invoice each month.

- Invoices shall only include collection fees for services that have resulted in the remittance of financial instruments (e.g., cash, checks, credit card remittances, etc.) to CONTRACTOR, and subsequent deposit of the financial instruments into the COUNTY Bank Account.
- Invoices must correspond with, and include an itemized list of the ACH transfers into the COUNTY Bank Account made during the billing cycle.
- The invoice should be itemized by case and include, at a minimum, the following information:
 - Case Number
 - Date Paid
 - Debtor Name
 - Amount Referred
 - Amount Paid
 - Total Amount Paid to Date
 - CONTRACTOR'S Commission Cost on Current Payment
 - Vendor's Total Commission Cost Charged to Date
 - Civil Assessment Amount Collected
 - Total Civil Assessment Amount Collected to Date
 - Fine Amount Enclosed
 - Total Fine Amount Collected to Date
 - Balance Due
- The invoice must be subtotaled for each LASC location.

6.13.2 REVENUE RECOVERED AFTER A COURT APPEARANCE

- CONTRACTOR'S invoices shall not include accounts which were set for a court appearance.
- In the event revenue is collected on accounts that were set for a court appearance, LASC will determine the total amount to be compensated for each monthly billing cycle, and will compensate CONTRACTOR accordingly.

6.13.3 INVOICES WHICH INCLUDE ACCOUNTS WITH NSF CHECKS, OR ACCOUNTS WITH A DEBTOR REFUND:

- LASC will not compensate CONTRACTOR for services provided on accounts with NSF checks or debtor refunds.
- In the event of a partial refund, LASC will remit to CONTRACTOR a collection fee that is prorated in proportion to the amount of collected money retained by LASC.
- In the event invoices include accounts with NSF checks or debtor refunds, LASC will deduct the amounts of the NSF checks or the debtor refunds from the invoice.
- In the event CONTRACTOR is compensated for accounts with NSF checks or debtor refunds, LASC will deduct the appropriate remitted amount from CONTRACTOR'S next invoice.

6.13.4 REPORTING REQUIREMENTS

- At a minimum, the CONTRACTOR shall generate the following reports and submit them to LASC no later than the fifth business day of each month:
 - A summary listing of accounts referred in a given month;
 - A summary description of account activity and status. This report should include, but may not be limited to the following: case number, status, amount due, amount paid, balance, collection activities, and court appearances;
 - A summary description of month-to-date and year-to-date performance. This report should include, but may not be limited to: amount referred, amount collected, amount outstanding, amount adjudicated by the court, rate of collection, open accounts, and paid accounts;
 - The number of accounts with civil assessment added to the fine/bail;
 - The number of debtors that paid their account in full within ten (10) days of the CONTRACTOR'S first collection letter;
 - Gross placements and gross revenue collected;
 - The number of court dates set by the CONTRACTOR by individual court location;
 - The number of installment plans received and initially set up;
 - The average installment payment amount;
 - CONTRACTOR shall provide requested inventory and collection information to COUNTY/LASC to complete the reporting requirements of SB940 (bi-yearly);
 - A detailed listing of all accounts deemed to be uncollectible;
 - On an as-needed basis, provide a report, which lists all currently active, accounts for which collection is still being pursued;
- The format and appearance of the above reports will be determined by LASC;

- LASC and/or the COUNTY reserve the right to request additional reports as deemed necessary.

6.13.5 PAYMENT REPORTS

Once each business day, CONTRACTOR shall submit a hard copy payment report to LASC.

- The sum of all the payments listed on the payment report must equal the amount transferred via ACH into the COUNTY Bank Account, the sum of all the payments on the electronic file and/or payment tapes.
- The payment report shall provide a detailed list of all debtors who paid, including, but not limited to the following elements:
 - Receipt number
 - Account number
 - First and last names
 - Type of financial instrument used to make payment (e.g., cash, checks, credit cards, etc.)
 - Amount paid.
- Payment report should be sorted by receipt number.
- The payment report shall include grand totals for the number of accounts paid, and the amounts collected.
- In the event no payments were received, CONTRACTOR shall submit a payment report, which indicates that no payments were received.

6.14 RETURN OF ACCOUNTS

Upon termination of the Contract by either LASC or CONTRACTOR, CONTRACTOR shall reassign, or return to LASC all accounts, and copies of records and information in their possession relating to said accounts such as refreshed addresses, which were obtained by CONTRACTOR.

6.14.1. Accounts and related information will be returned in the formats specified in Section 6.10 -Transmission of Account Information, etc. seq., and /or in alternative formats as specified by LASC.

6.14.2 At the end of the contract period, CONTRACTOR shall promptly return to LASC all previously referred accounts and all records and/or files pertaining to such accounts. In no case shall CONTRACTOR continue working the accounts and no commissions will be paid on monies received by the CONTRACTOR from the debtors upon termination of the Contract.

6.14.3 All account payment funds received by CONTRACTOR after contract termination shall be forwarded to LASC within three (3) business days of receipt. Any post-dated checks in CONTRACTOR'S possession will be voided and given to LASC to arrange for replacement from the maker(s).

6.14.4 Any legal actions in progress at the time of contract termination shall be provided to LASC within fifteen (15) days of termination.

6.14.5 Within forty-five (45) days of termination of this Contract, CONTRACTOR shall submit to LASC, in the form and with the certification and reports as may be prescribed by LASC, its termination claim and invoice. Such claim

and invoice shall be submitted promptly, but no later than sixty (60) days from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to LASC, the amount, if any, due to CONTRACTOR in respect to the termination. Such determinations shall be final. After such determination is made, LASC shall pay CONTRACTOR the amount so determined.

6.14.6 CONTRACTOR shall house and maintain all records related to their contract performance for a minimum of five (5) years after contract termination at their office(s) in Los Angeles COUNTY. LASC will have the right to inspect these records at any time within this five (5) year period.

7.0. MONITORING OF CONTRACTOR'S PERFORMANCE

7.1 PERFORMANCE

Performance shall be monitored using monthly reports discussed in Section 6.13.4 and evaluated at the end of the fiscal year. In addition, LASC and/or COUNTY shall monitor the CONTRACTOR'S performance to the Contract based on, but not limited to, the Performance Requirements Summary Technical Exhibit 2 of Exhibit C and Deliverables, Attachment G, of the SOW.

7.2 NON-CONFORMANCE

If CONTRACTOR performance does not conform to all requirements in this SOW and is unsatisfactory, CPM shall write a Contract Discrepancy Report (CDR), and forward it to CONTRACTOR. CONTRACTOR shall respond within five (5) working days upon notification by CPM and correct the discrepancy, at CONTRACTOR'S expense, if any.

CPM shall monitor all requirements described herein. CPM may from time to time provide comment on these services but will not unreasonably interfere with CONTRACTOR performance.

7.3 AUDITS

LASC may, at its discretion, direct or conduct Financial, Operational or other audits of the CONTRACTOR'S performance to ensure CONTRACTOR'S compliance with all requirements specified in this SOW.

8.0 UNSATISFACTORY PERFORMANCE OF SPECIFIED SERVICES

8.1 CONTRACT DISCREPENCY REPORT

In the event CONTRACTOR provides less than satisfactory performance of any service, or compliance with any requirement specified in this SOW, LASC shall issue, within five (5) business days to CONTRACTOR a Contract Discrepancy

Report (CDR), Exhibit 2 of *Exhibit C, Technical Exhibits*. Additionally, LASC may apply one or more of the following remedies as deemed necessary:

- 8.1.1** LASC may require CONTRACTOR to implement a formal corrective action plan, which will be subject to LASC'S approval. The corrective action plan must include:
- The reasons for the unacceptable level of performance, or failure to provide the specified services;
 - Descriptions of the specific steps to return performance to an acceptable level; and,
 - Descriptions of monitoring methods that will be implemented to prevent recurrence.
- 8.1.2** LASC may withhold account referrals until LASC determines the CONTRACTOR is providing the specified service.
- 8.1.3** LASC may terminate the Contract between CONTRACTOR and LASC pursuant to Section 8 of the Contract.
- 8.1.4** In the event LASC applies any of the above sanctions, LASC will notify CONTRACTOR in writing of the sanction(s) applied and the reason(s) for the sanction(s).

9.0. REMEDIES

9.1 NON-COMPLIANCE

When CONTRACTOR'S performance is not in compliance with the requirements of the SOW, CPM shall document unsatisfactory performance and may, if CONTRACTOR'S performance remains unsatisfactory, exercise its right up to and including termination of the Contract.

9.2 FINANCIAL REMEDIES

CONTRACTOR must meet the minimum success rate of a 15% average on all types of accounts referred after the second year of the contract. If the CONTRACTOR fails to meet the minimum success rate, a penalty equal to 5% of the commission paid to the CONTRACTOR for that fiscal year will be imposed. CONTRACTOR shall remit payment of penalty to COUNTY/LASC within 30 business days of notice of penalty.

Within 10 business days after the notice of penalty, the CONTRACTOR may present evidence to the County Project Manager (CPM) that economic or environmental factors, outside of the control of the CONTRACTOR, have negatively impacted their ability to meet the minimum success rate. Such evidence shall be in writing and include supporting documentation. COUNTY/LASC shall review such evidence and provide the CONTRACTOR with their decision within 30 business days. The decision of COUNTY/LASC shall be final.

10.0WORK QUALITY ISSUES

Questions regarding the quality and direction of work performance will normally be handled between CPM and CONTRACTOR, but if and when COUNTY/LASC finds that important work matters are not being properly handled by CONTRACTOR and that previous management efforts by LASC have failed to achieve desired results, COUNTY and/or LASC may exercise remedies under the Contract.

11.0SECURITY AND CONTROL PROCEDURES

11.1 CONTRACTOR shall be responsible for safeguarding any/all LASC property in accordance with this SOW. CONTRACTOR shall ensure the confidentiality of information and require all CONTRACTOR personnel providing services in conjunction with the Contract to sign a CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT attached to the Sample Contract as Exhibit G1. Employee confidentiality Contracts must be submitted within three (3) business days of employee's start of work.

11.2 CONTRACTOR shall develop and submit to LASC within five (5) business days of execution of the Contract, Security and Control Procedures. The procedures shall identify methods used by CONTRACTOR to ensure that LASC property is safeguarded at all times while in CONTRACTOR'S possession. Security and Control procedures should include, but are not limited to: ensuring the security of LASC forms, case management systems, cash handling responsibilities (if applicable). CONTRACTOR shall notify the CPM of any changes to Security and Control Procedures within ten (10) business days of making a change.

11.3 CONTRACTOR shall develop and maintain a written Quality Control Plan to ensure compliance with all of the CONTRACTOR'S responsibilities as set forth in this SOW. The CONTRACTOR'S initial plan shall be submitted with five (5) business days after execution of the Contract. Updates shall be submitted to the CPM for approval within ten (10) business days. The Plan shall include, but not be limited to, the following information:

11.3.1 The activities to be monitored on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.

11.3.2 Methods for identifying deficiencies in the quality of service before the level of performance becomes unacceptable and not in compliance with the contract.

11.3.3 Methods for documenting the monitoring results and, if necessary, the corrective action taken.

COURT LOCATIONS

Court ID	Court Name	Address	City	Zip Code
Central Civil & Criminal Court	Clara Shortridge Foltz Criminal Justice Center	210 W. Temple St.	Los Angeles	90012
	Stanley Most Courthouse	111 North Hill Street	Los Angeles	90012
	Central Civil West	600 S. Commonwealth Avenue	Los Angeles	90005
	Central Arraignment Court	429 Baughet St.	Los Angeles	90012
	Metropolitan Courthouse	1945 S. Hill Street	Los Angeles	90007
	Hollywood Courthouse	5925 Hollywood Blvd.	Los Angeles	90028
	East Los Angeles Courthouse	214 S. Fetterly Avenue	Los Angeles	90022
East District	East Pomona Courthouse	400 Civic Center Plaza	Pomona	91766
	Pomona Courthouse	350 W. Mission Blvd	Pomona	91766
	West Covina Courthouse	1427 W. Covina Parkway	West Covina	91790
	El Monte Courthouse	11234 E. Valley Blvd.	El Monte	91731
Juvenile Justice Court	Edmund D. Edelman Children's Court	201 Centre Plaza Drive	Monterey Park	91754
	Eastlake Juvenile Court	1601 Eastlake Avenue	Los Angeles	90033
	Inglewood Juvenile Court	110 Regent Street	Inglewood	90301
	Los Padrinos Juvenile Court	7281 E. Quill St.	Downey	90242
	San Fernando Valley Juvenile Courthouse	16350 Filbert St.	Sylmar	91342
	David Kenyon Juvenile Justice Center	7625 S. Central Avenue	Los Angeles	90001
	Alfred J. McCourtney Juvenile Justice Center	1040 W. Avenue J	Antelope Valley	93534
Mental Health Department	Mental Health Department	1150 N. San Fernando Rd.	Los Angeles	90065
North Central District	Burbank Courthouse	300 E. Olive	Burbank	91502
	Glendale Courthouse	600 E. Broadway	Glendale	91206
Northeast District	Pasadena Courthouse	300 E. Walnut	Pasadena	91101
	Alhambra Courthouse	150 W. Commonwealth	Alhambra	91801
North District	Michael D. Antonovich Courthouse	42011 Forth Street	Lancaster	93534
	Palmdale Courthouse	38256 Sierra Highway	Palmdale	93550
North Valley District	San Fernando Courthouse	900 Third Street	San Fernando	91340
	Chatsworth Courthouse	9425 Penfield Ave.	Chatsworth	91311
	Santa Clarita Courthouse	23747 W. Valencia Blvd.	Valencia	91355
Northwest	Van Nuys Courthouse – West	14400 Erwin Street Mall	Van Nuys	91401
	Van Nuys Courthouse – East	6230 Sylmar Avenue	Van Nuys	91401
South District	Long Beach Courthouse	415 W. Ocean Blvd.	Long Beach	90802
	San Pedro Courthouse	505 S. Centre St.	San Pedro	90731

Court ID	Court Name	Address	City	Zip Code
	San Pedro Courthouse Annex	638 S. Beacon Street	San Pedro	90731
	Catalina Courthouse	215 Sumner Avenue	Avalon	90704
South Central District	Compton Courthouse	200 W. Compton Blvd.	Compton	90220
Southeast District	Norwalk Courthouse	12720 Norwalk Blvd.	Norwalk	90650
	Huntington Park Courthouse	6548 Miles	Huntington Park	90255
	Downey Courthouse	7500 E. Imperial Hwy	Downey	90242
	Bellflower Courthouse	10025 Flower St.	Bellflower	90706
	Whittier Courthouse	7339 S. Painter Avenue	Whittier	90602
Southwest District	Inglewood Courthouse	One Regent Street	Inglewood	90301
	Torrance Courthouse	825 Maple Avenue	Torrance	90503
	Torrance Courthouse Annex	3221 Torrance Blvd.	Torrance	90503
	Redondo Beach Courthouse	117 W. Torrance Blvd.	Redondo Beach	90277
West District	Santa Monica Courthouse	1725 Main Street	Santa Monica	90401
	Malibu Courthouse	23525 W. Civic Center Way	Malibu	90266
	Beverly Hills Courthouse	9355 Burton Way	Beverly Hills	90210
	West L.A. Courthouse	1633 Purdue Avenue	Los Angeles	90025
	Airport Courthouse	11701 S. La Cienega Blvd.	Los Angeles	90045

ATTACHMENT B

COMPLAINT TRACKING LOG

Date of Complaint	Collector's Name (If Applicable)	Complaint	Case Number	Customer's Name	Action Taken by CONTRACTOR	Date CPM Notified

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

REVENUE COLLECTION

REFERRAL FILE SPECIFICATION - ETRS

The following is the referral record layout from Expand Traffic Record System (ETRS) to CONTRACTOR:

Referral Record Layout for Failure-To-Appear (FTA)

Field Name	Data Type	Width	Notes
01. Case Number	Character	8	
02. LEA	Character	4	
03. Court ID	Character	3	
04. RSP-Agency	Character	4	
05. Issue Date	Numeric	4	Packed - CYMMDD
06. RF Type	Character	1	
07. Last Name	Character	15	
08. First Name	Character	12	
09. Middle Name	Character	12	
10. Suffix	Character	3	
11. Judges ID	Character	5	
12. Division	Character	3	
13. Date of Birth	Numeric	4	Packed - CYMMDD
14. Vehicle License No.	Character	8	
15. Vehicle Lic. No. State	Character	2	
16. Driver License Number	Character	10	
17. Driver License State	Character	2	
18. Address	Character	24	
19. City	Character	13	
20. State	Character	2	
21. Zip Code	Numeric	9	
22. Vehicle Speed	Numeric	3	
23. Speed Limit	Numeric	2	
24. Night Court	Character	1	
25. Seat Belt	Character	1	
26. Prior Flag	Character	1	
27. Violation Code 1	Character	8	
28. Statute Code 1	Character	2	
29. Bail Amount 1	Numeric	4	Packed - \$\$\$\$\$\$CC Zero filled, 2 implied decimals.
30. Violation Ind. For 'FPS'	Character	1	

Referral Record Layout for Failure-To-Appear (FTA) – cont'

<u>Field Name</u>	<u>Data Type</u>	<u>Width</u>	<u>Notes</u>
31. Violation Code 2	Character	8	
32. Violation Statute 2	Character	2	
33. Bail Amount 2	Numeric	4	Packed - \$\$\$\$\$\$CC Zero filled, 2 implied decimals
34. Violation Ind. For 'FPS'	Character	1	
35. Violation Code 3	Character	8	
36. Violation Statute 3	Character	2	
37. Bail Amount 3	Numeric	4	Packed - \$\$\$\$\$\$CC – Zero filled, 2 implied decimals.
38. Violation Ind. For 'FPS'	Character	1	
39. Violation Code 4	Character	8	
40. Violation Statute 4	Character	2	
41. Bail Amount 4	Numeric	4	Packed - \$\$\$\$\$\$CC – Zero filled, 2 implied decimals
42. Violation Ind. For 'FPS'	Character	1	
43. RF-Bail Amount	Numeric	4	Packed - \$\$\$\$\$\$CC – Zero filled, 2 implied decimals
44. RF-PA-Bail Amount	Numeric	4	Packed - \$\$\$\$\$\$CC – Zero filled, 2 implied decimals
45. Judges Name	Character	27	
46. Violation City	Character	3	
47. Filler	Character	3	
48. Violation Date	Numeric	4	Packed - CYYMMDD
49. Appear Date	Numeric	4	Packed - CYYMMDD
50. Filler	Character	2	

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

REVENUE COLLECTION

REFERRAL FILE SPECIFICATION - CDBS

The following is the referral record layout from the Collection Database System (CDBS) to CONTRACTOR:

Referral Record Layout (control record)

This is a control record. The referral file will have this record as the first record on the file. The totals are cumulative amounts of information from the detail record.

Field Name	Data Type	Width	Notes
01. Record Type	Character	1	"1"
02. Debt Type	Character	3	"COD"
03. COUNTY Code	Character	2	"19"
04. COUNTY Court Code	Character	3	"LAJ"
05. Total Records	Character	9	Zero filled
06. Total Principal	Character	12	Zero filled, 2 implied decimals.
07. Filler	Character	570	
Total		600	

Referral Record Layout – Record Type 2 (detail record)

Field Name	Data Type	Width	Notes
01. Record Type	Character	1	"2"
02. Debt Type	Character	3	"COD"
03. Action Type	Character	2	" N" = New Case, " W" = Withdraw Case " R" = Revise Case Information
04. COUNTY Code	Character	2	"19" = Los Angeles COUNTY
05. COUNTY Court Code	Character	3	"LAJ"
06. Court ID	Character	3	
07. Case Location (Type)	Character	2	"TR" = RS Case, "TS" = Failure-to-Pay Case, and "CR" = Criminal Case.
08. Defendant Number	Character	2	
09. LEA	Character	4	

Payment File Layout – Record Type 2 (cont')

<u>Field Name</u>	<u>Data Type</u>	<u>Width</u>	<u>Notes</u>
10. Case Number	Character	8	
11. Filler	Character	4	
12. COUNTY Participant ID	Character	10	
13. Social Security Number	Character	9	
14. Last Name	Character	17	
15. First Name	Character	11	
16. Middle Initial	Character	1	
17. Violation Date	Character	8	MMDDYYYY
18. Address Status	Character	1	
19. Address 1	Character	30	
20. Address 2	Character	30	
21. Apartment	Character	5	
22. City	Character	17	
23. State	Character	2	
24. Country	Character	30	If foreign
25. Zip Code	Character	9	
26. Referral Amount	Character	9	Zero filled, 2 implied decimals.
27. Filler	Character	36	
28. AKA Last Name	Character	17	
29. AKA First Name	Character	11	
30. AKA Middle Initial	Character	1	
31. Filler	Character	58	
32. Home Phone	Character	10	
33. Business Phone	Character	10	
34. Filler	Character	10	
35. Driver License Number	Character	10	
36. Driver License State	Character	2	
37. Filler	Character	12	
38. Vehicle License Number	Character	7	
39. Date of Birth	Character	8	MMDDYYYY
40. Filler	Character	10	
41. Date of Last Payment	Character	8	MMDDYYYY
42. Filler	Character	10	
43. Violation Statute 1	Character	3	
44. Violation Code 1	Character	15	
45. Violation Statute 2	Character	3	
46. Violation Code 2	Character	15	
47. Violation Statute 3	Character	3	
48. Violation Code 3	Character	15	
49. Violation Statute 4	Character	3	
50. Violation Code 4	Character	15	
52. Filler	Character	85	
Total		600	

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

REVENUE COLLECTION

**PAYMENT/CONTINUANCE ARRAIGNMENT
FILE SPECIFICATION TO "FIS"**

The following is the payment/continuance arraignment record layout from CONTRACTOR to Financial Interface System (FIS):

Payment/Continuance Arraignment Record Layout for Failure-To-Appear (FTA)

Field Name	Data Type	Width	Notes
01. Suspense-Seg-Length	Numeric	4	"0495"
02. System Identifier	Character	1	
03. Receipt Date	Character	6	YYMMDD
04. Receipt Number	Character	12	The receipt no. is a combination of the following fields: Century code, Receipt no., Pay Type, and Receipt seq. no.
05. FIS Tran. Code	Numeric	4	
06. System Time	Numeric	8	HHMMSSHH
07. Case Number	Character	8	
08. LEA	Character	4	
09. Logical Terminal	Character	8	
10. Court Abbrev.	Character	3	
11. Void Flag	Character	1	
12. Last Name	Character	15	
13. First Name	Character	12	
14. Middle Name	Character	12	
15. Suffix	Character	3	
16. Street Address	Character	24	
17. City	Character	13	
18. State	Character	2	
19. Zip Code	Numeric	9	
20. Driver License Number	Character	10	
21. Driver License State	Character	2	
22. Date of Birth	Numeric	6	YYMMDD
23. Abstract Flag	Character	1	
24. Mail Flag	Character	1	
25. Revenue Flag	Character	1	

Payment/Continuance Arraignment Record Layout for Failure-To-Appear (FTA)

<u>Field Name</u>	<u>Data Type</u>	<u>Width</u>	<u>Notes</u>
26. Amend-Correct Flag	Character	1	
27. Transaction Type	Character	1	
28. Overage amount	Numeric	9	Zero filled, 2 implied decimals.
29. Amount Paid	Numeric	9	Zero filled, 2 implied decimals.
30. Refund Amount	Numeric	9	Zero filled, 2 implied decimals.
31. Violation Ind. 1	Character	1	
32. No-Repl Flag 1	Character	1	
33. Violation Code 1	Character	8	
34. Statute Book Code 1	Character	2	
35. Base Bail Amount 1	Numeric	9	Zero filled, 2 implied decimals.
36. Fine Amount 1	Numeric	9	Zero filled, 2 implied decimals.
37. Violation Ind. 2	Character	1	
38. No-Repl Flag 2	Character	1	
39. Violation Code 2	Character	8	
40. Statute Book Code 2	Character	2	
41. Base Bail Amount 2	Numeric	9	Zero filled, 2 implied decimals.
42. Fine Amount 2	Numeric	9	Zero filled, 2 implied decimals.
43. Violation Ind. 3	Character	1	
44. No-Repl Flag 3	Character	1	
45. Violation Code 3	Character	8	
46. Statute Book Code 3	Character	2	
47. Base Bail Amount 3	Numeric	9	Zero filled, 2 implied decimals.
48. Fine Amount 3	Numeric	9	Zero filled, 2 implied decimals.
49. Violation Ind. 4	Character	1	
50. No-Repl Flag 4	Character	1	
51. Violation Code 4	Character	8	
52. Statute Code 4	Character	2	
53. Base Bail Amount 4	Numeric	9	Zero filled, 2 implied decimals.
54. Fine Amount 4	Numeric	9	Zero filled, 2 implied decimals.
55. Bail Amount NC	Numeric	9	Zero filled, 2 implied decimals.

ATTACHMENT E

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56. Fine Amount NC	Numeric	9	Zero filled, 2 implied decimals.
57. Total Bail Amount	Numeric	9	Zero filled, 2 implied decimals.
58. Total Fine Amount	Numeric	9	Zero filled, 2 implied decimals.
59. Partial Payment	Character	1	YYMMDD
60. Disp. Code	Character	1	
61. Disp. Date	Numeric	6	
62. Jud. Line Cnt	Character	2	
63. Judgment Rendered	Character	28	YYMMDD
64. Term	Character	4	
65. BAC	Character	2	
66. Arrested Flag	Character	1	
67. Fine Stayed Date	Numeric	6	YYMMDD
68. Lin. Sup. Date	Numeric	6	YYMMDD
69. Term Res.	Character	3	YYMMDD
70. Amend Date	Numeric	6	
71. Approx. Speed	Numeric	3	
72. Max. Speed	Numeric	2	
73. Overload	Numeric	5	Zero filled, 2 implied decimals.
74. Action code	Character	2	
75. Action Date	Numeric	6	
76. Case Number #2	Character	8	
77. Division Code	Character	3	Same as Receipt Date (YYMMDD)
78. Division Time	Character	1	
79. Bail Type	Character	3	
80. Trial Docket No.	Character	6	
81. Witness Info.	Character	25	Zero filled, 2 implied decimals.
82. Bond Number	Character	10	
83. Dup. Abstract	Character	1	
84. Installment Fee	Numeric	4	
85. Update Total Flag	Character	1	Zero filled, 2 implied decimals.
86. PHS Appear Date	Numeric	6	
87. Citation PA Bail	Numeric	9	
88. Citation Base Bail	Numeric	9	
89. 10 Correct Flag	Character	1	Zero filled, 2 implied decimals.
90. Violation City	Character	3	
91. RF Civil Assess Amount	Numeric	9	

ATTACHMENT E

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92. RF Civil Assess Paid	Numeric	9	Zero filled, 2 implied decimals.
93. Prior Case Status	Character	2	Zero filled, 2 implied decimals.
94. RMS FTB Bail Amt	Numeric	9	Zero filled, 2 implied decimals.
95. FIS Tran Fee	Numeric	9	Zero filled, 2 implied decimals.
96. Waive Civil Flag	Character	1	
97. Filler		9	

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

ATTACHMENT F

Page 1 of 2

REVENUE COLLECTION

PAYMENT FILE SPECIFICATION

The following is the payment record layout from CONTRACTOR to the Collection Database System (CDBS):

Payment Record Layout – Record Type 1 (control record)

This is a control record. The payment file must have this record as the first record on the file. The totals are cumulative amounts of information that are on the other records.

Field Name	Data Type	Width	Notes
01. Record Type	Character	1	"1"
02. Debt Type	Character	3	"COD"
03. COUNTY Code	Character	2	"19" = Los Angeles COUNTY
04. COUNTY Court Code	Character	3	"LAJ"
05. Total Records	Character	9	Zero filled
06. Total Amount	Character	10	Zero filled, 2 implied decimals.
07. Claim Schedule Number	Character	8	
08. Processing Date	Character	8	MMDDYYYY
09. Filler	Character	206	
	Total	250	

Payment Record Layout – Record Type 2 (detail record)

Field Name	Data Type	Width	Notes
01. Record Type	Character	1	"2", "U" = unidentified case, "I" = Identified Case
02. Debt Type	Character	3	"COD"
03. COUNTY Code	Character	2	"19" = Los Angeles COUNTY
04. COUNTY Court Code	Character	3	"LAJ"
05. Court ID	Character	3	
06. Case Location (Type)	Character	2	"TR" = RS Case, "TS" = Failure-to-Pay Case, and "CR" = Criminal Case.
07. Defendant Number	Character	2	
08. LEA	Character	4	

Payment Record Layout – Record Type 2 (cont')**ATTACHMENT F**
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<u>Field Name</u>	<u>Data Type</u>	<u>Width</u>	<u>Notes</u>
09. Case Number	Character	8	
10. Filler	Character	4	
11. COUNTY Participant ID	Character	10	
12. Social Security Number	Character	9	
13. Last Name	Character	17	
14. First Name	Character	11	
15. Middle Initial	Character	1	
16. Amount of Payment	Character	9	Zero Filled, 2 implied decimals.
17. Received Date	Character	8	MMDDYYYY
18. Filler	Character	10	
19. Correct Receipt No.	Character	12	correct receipt number for identifying the unidentified case.
20. Receipt Number	Character	12	Regular receipt number
21. Filler	Character	119	
	Total	250	

Note: The highlighted number fields are mandatory.

Los Angeles Superior Court Collection Services

DELIVERABLES

Name	Media	Frequency	SOW Reference
PLANS/PROCEDURES			
Security and Control Procedures	Hard copy	Within 5 business days after execution of Contract (Update to be submitted within 10 business days of any change)	Section 11.0
Written Quality Control Plan	Hard copy	Within 5 business days after execution of Contract (Update to be submitted within 10 business days of any change)	Section 11.3
Procedures to inform individual LASC locations of debtor's court appearance dates (to be developed in conjunction with LASC)	Hard copy	Within 4 weeks after execution of the Contract	Section 6.5
Written Internal Control Procedures	Hard copy	Upon execution of Contract (Update to be submitted within 10 business days of any change)	Section 6.8.10.8
Transition plan	Hard copy	Within 5 business days after Execution of Contract	Section 3.2
Formal corrective action plan (if LASC deems CONTRACTOR'S performance as unsatisfactory)	Hard copy	Within 5 business days after notification	Section 8.0

DELIVERABLES (CONTINUED)

PERSONNEL			
Name, address, and telephone number of CONTRACTOR'S Project Manager and alternate	Hard copy	Upon execution of Contract (Update to be submitted within 24 hours of any changes)	Section 4.1
Current list of employees/management	Hard copy	Upon execution of contract, thereafter every 6 months unless requested sooner by COUNTY	Section 4.1.7
33 clerical staff to various LASC locations	-	Upon execution of Contract	Section 4.2.2
Documentation that CONTRACTOR'S personnel have undergone and passed background and security investigation	Hard copy	Within 3 business days of assigning employee to provide services in conjunction with this Contract	Section 4.2.1
Signed Contractor Employee Acknowledgement and Confidentiality Contract forms from all CONTRACTOR personnel providing services in conjunction with this contract.	Hard copy	Within 3 business days of assigning employee to provide services in conjunction with this Contract	Section 11.1
Representative for LASC collection meetings	-	Upon request	Section 4.2.2
EQUIPMENT/TECHNOLOGY			
For each clerical staff, a personal computer, at current industry standards, and all necessary computer peripherals including On-Line access to LASC accounts on CONTRACTOR'S database.	-	Within 4 weeks after execution of Contract	Section 4.2.2
At each LASC location, a personal computer at current industry standard and/or all necessary peripheral equipment and software for On-Line access to LASC accounts on CONTRACTOR'S database	-	Within 4 weeks after execution of Contract	Section 6.11.2

DELIVERABLES (CONTINUED)

REPORTS/ACCOUNT INFORMATION			
Qualifying revenues and related costs by case number	Hard copy, e-mail, or electronic file	5th day of following month	Section 5.3
Non-qualifying revenues and related costs by case number	Hard copy, e-mail, or electronic file	5th day of following month	Section 5.3
Immediate notification of CONTRACTOR failure to meet the requirements of PC 1463.007	Hard copy	Within 24 hours of not Meeting the requirements of PC 1463.007	Section 5.2
Report of unidentified payments with any documents received with the payment (i.e. mailing envelope, enclosures) attached	Hard copy	1 st business day of following month	Section 6.8.3
Report of incorrectly applied payments listing correct cases where payments should be applied or if payments should be refunded.	Hard copy	Monday of following week	Section 6.8.4
Updated account information (i.e. address, telephone number, Social Security number, etc.)	Electronic file and/or computer tape	Within 3 days of request	Section 6.10.14
Immediate notification by phone of any verbal or written complaints	Verbal	Within 24 hours of complaint receipt	Section 6.9.5.2
Written notification of complaint to follow up phone notification	Hard copy	Within 3 business days of complaint receipt	Section 6.9.5.2

DELIVERABLES (CONTINUED)

REPORTS/ACCOUNT INFORMATION (CONTINUED)			
Written report of investigation of complaint	Hard copy	Within 14 business days of complaint receipt	Section 6.9.5.2
Master log of all complaints	Hard copy	5 th day of following month	Section 6.9.5.2
Payment files	Electronic file and/or computer tape	Once each business day.	Section 6..10.8
Uncollectible accounts files	Electronic file and/or computer tape	5 th day of following month.	Section 6.10.10
Return of all accounts, additional information relating to accounts, records and/or files pertaining to accounts	Electronic file and/or computer tape	Within 3 business days of Contract termination	Section 6.14.3
Summary listing of accounts referred in a given month	Hard copy	5th day of following month	Section 6.13.4
Summary and detailed (e.g. by account number) description of account activity and status	Hard copy	5th day of following month	Section 6.13.4
Summary description of month-to-date and year-to-date performance	Hard copy	5 th day of following month	Section 6.13.4

DELIVERABLES (CONTINUED)

FINANCIAL INSTRUMENTS AND RELATED DOCUMENTS			
All financial instruments (e.g. cash, checks, credit card remittances, etc.)	-	No later than the business day following their receipt	Section 6.8.1
Wire transfer funds into COUNTY bank account by 2:00 p.m. PST	-	Daily	Section 6.8.1

COMMISSION RATE: 11.3%

TECHNICAL EXHIBITS

**TECHNICAL EXHIBITS
REVENUE ENHANCEMENT SERVICES**

TABLE OF CONTENTS

Exhibits	Page
1 CONTRACT DISCREPANCY REPORT	1
2 PERFORMANCE REQUIREMENTS SUMMARY CHART.....	3

**TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT (CDR)**

1. USER COMPLAINT to be completed by COUNTY Project Manager (CPM)

Today's Date: _____

Contractor: _____

Phone Number: _____

CPM: _____

Date(s) of Unacceptable Performance: _____

Description of Unacceptable Performance:

2. REVIEWED:

Signed: _____

Date: _____
COUNTY Project Director (CPD)

3. Contractor RESPONSE (to be completed by Contractor Project Manager)

Date received from CPM: _____

Explanation for Unacceptable Performance:

Corrective Action Taken:

Signed: _____

Date: _____

Contractor Project Manager

4. INSTRUCTIONS

CPM: Forward CDR to the Contractor.

Contractor: Must respond to CPM in writing within five (5) working days of receipt of CD

TECHNICAL EXHIBIT 2

REVENUE ENHANCEMENT SERVICES

PERFORMANCE REQUIREMENT SUMMARY

This Attachment lists the required services that will be monitored by LASC and the COUNTY during the term of the contract. The required standard of service, maximum allowable deviation from the performance standard, typical monitoring method, and action to be taken for exceeding the allowable deviation from the standard.

PERFORMANCE REQUIREMENTS/ STATEMENT OF WORK REFERENCE	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION	TYPICAL MONITORING METHOD	ACTION TO BE TAKEN
Section 5.3 Qualifying and non-qualifying accounts	Distinguish various account types	None	Audits; Analyze reports	CDR sent and corrective action requested.
Section 6.8.10 Internal Control Procedures	Appropriate control and separation of employees duties	None	On site audits	CDR sent and corrective action requested.
Section 6.8.1 ACJ Transfer and Reporting	Timely deposits into COUNTY bank accounts	None	Analyze daily deposit slips, amount in deposited in COUNTY Bank Account and the sum of all payments on the Payment Report	Contractor payment reduction \$1000.00 each day of non- compliance.
Section 6.8.1 Debtor Payments	All debtor payments shall be updated within one business day of receipt (except for unidentified payments)	None	Audits; Analyze reports	CDR sent and corrective action requested.

PERFORMANCE REQUIREMENT SUMMARY (Continued)

PERFORMANCE REQUIREMENTS/ STATEMENT OF WORK REFERENCE	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION	TYPICAL MONITORING METHOD	ACTION TO BE TAKEN
Section 5.2 Meet requirements of Penal Code Section 1463.007	Meet at least nine (10) of the components of Penal Code Section 1463.007	None	Site audits; Analyze reports	CDR sent and corrective action requested.
Section 5.3.1 Collection Activities	In accordance with all State/Federal laws	None	Debtor complaints; review of collection practices	CDR sent and corrective action requested.
Section 4.1 Contractor's Project Manager	Prompt response to request; Timely problem resolution	None	Monitoring; Review of reports	CDR sent and corrective action requested.
Section 11.1 Confidentiality	Employee Acknowledgement and Confidentiality Contract	None	Review of reports; Complaints	CDR sent and corrective action requested.
Section 6.6.2 Involuntary Methods of Collection	Institute bank levy; wage garnishments; etc.	On accounts not subject to involuntary payments	Complaints; Analyze reports	CDR sent and corrective action requested.

PERFORMANCE REQUIREMENT SUMMARY (Continued)

PERFORMANCE REQUIREMENTS/ STATEMENT OF WORK REFERENCE	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION	TYPICAL MONITORING METHOD	ACTION TO BE TAKEN
Section 6.8.9 Account Segregation	Separate LASC/COUNTY Accounts by court location and from all others clients	None	Audits; Analyze reports	CDR sent and corrective action requested.
Section 6.9.5.2 Debtor Complaints	Appropriate and timely responses to debtor complaints	None	Analyze complaints, reports, and logs	Payment reductions: first incident \$500.00, second incident \$1000.00 and "show cause" letter.
Section 6.12 Submitting Invoices	Submit invoices in a timely manner	Five (5) business days	Analyze invoices	CDR sent and corrective action requested.
Section 5.3.1 Generate Reports	Prepare various reports for LASC/COUNTY	Five (5) business days	Analyze reports	CDR sent and corrective action requested.
Section 6.12.8 Collection Fee	Compensation shall not exceed \$250 per account or 20% of the Appointed Counsel Registration Fee collected	None	Audits; Analyze reports	CDR sent and corrective action requested.

PERFORMANCE REQUIREMENT SUMMARY (Continued)

Section 6.10.7 – 6.10.9 Payment Information	Once each business day payment information shall be sent via electronic file and or computer/tape per specifications outlined in this Statement of Work.	None	Audits; Analyze reports	CDR sent and corrective action requested.
Section 6.13.4 Reporting Requirement	The CONTRACTOR shall supply LASC with monthly reports.	Five (5) business days	Audits; Analyze reports	CDR sent and corrective action requested.
Section 9.2 Meeting Success Rate	CONTRACTOR shall meet proposed success rate.	None	Audits; Analyze reports	Financial Remedies

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: William H. Mitchell
Title: Deputy Executive Officer, Administration & Finance
Address: 111 N. Hill Street, Room 105-E
Los Angeles, CA 90012
Telephone: (213) 974-5101
Facsimile: (213) 621-7952
E-Mail Address: WMitchell@LASuperiorCourt.org

COUNTY PROJECT MANAGER:

Name: Michael Gatiglio
Title: Finance Administrator
Address: 111 N. Hill Street, Room 105-K
Los Angeles, CA 90012
Telephone: (213) 974-5972
Facsimile: (213) 625-7124
E-Mail Address: mgatiglio@LASuperiorCourt.org

COUNTY CONTRACT PROJECT MONITOR:

Name: David Dijkstra
Title: Assistant Division Chief
Address: 500 W. Temple Street, Room 754
Los Angeles, CA 90012
Telephone: (213) 974-1163
Facsimile: (213) 626-0892
E-Mail Address: ddijkstra@cao.co.la.ca.us

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** GC Services Limited Partnership**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: Margot J, Leurig
Title: Vice President
Address: 4900 Rivergrade Road, Suite C210 and D210
Irwindale, CA 91706
Telephone: (626) 851-8211
Facsimile: _____
E-Mail Address: margot.leurig@gcserv.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Robert Gross
Title: Senior Vice President
Address: 6330 Gulfton
Houston, Texas 77081
Telephone: (713) 777-4441
Facsimile: (713) 776-6441
E-Mail Address: marketing.communications@gcserv.com

Name: Scott Cole
Title: Vice President-Business Development & Sales
Address: 4900 Rivergrade Road, Suite C210 and D210
Irwindale, CA 91706
Telephone: (626) 851-8333
Facsimile: (626) 851-8334
E-Mail Address: scott.cole@gcserv.com

Notices to Contractor shall be sent to the following:

Name: Joseph Van Nest
Title: General Counsel
Address: 6330 Gulfton Street
Houston, Texas 77081
Telephone: (713) 777-4441
Facsimile: (713) 776-6630
E-Mail Address: marketing.communications@gcserv.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, &
COPYRIGHT ASSIGNMENT AGREEMENT

- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, &
COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Alta Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

INTENTIONALLY OMITTED

**FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING
INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE
INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF
THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.**

- M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF
COPYRIGHT

*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU)*

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") **pursuant and subject to the terms and conditions of Section 9.4 of the Contract**, does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

(To Be Completed By County and attached to M1 and/or M2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200____, before me, the undersigned, a Notary Public in and
for the State of California, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the
_____ of _____,
the corporation that executed the within Assignment and Transfer of Copyright, and further
acknowledged to me that such corporation executed the within Assignment and Transfer
of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

INTENTIONALLY OMITTED